



# TOWN OF MONROE

## TOWN COUNCIL

### AGENDA

Session # 2023-09

Regular Meeting - Monday, April 10, 2023 – 7:00 P.M.

**HYBRID PUBLIC MEETING**

**TOWN HALL COUNCIL CHAMBERS & UTILIZING ELECTRONIC EQUIPMENT**

**THIS MEETING MAY BE ACCESSED BY THE PUBLIC EITHER IN-PERSON OR ELECTRONICALLY IN REAL-TIME AS SET FORTH HEREIN BELOW**

---

**NOTICE: THIS MEETING WILL BE CONDUCTED IN PART VIA ELECTRONIC EQUIPMENT PURSUANT TO CONNECTICUT LAW**

All participants may attend in-person or remotely as follows:

- Via computer, tablet or smartphone at this link:

<https://us06web.zoom.us/j/87968163960?pwd=bIM2dnB0L0xaaUE5TDkyMIJDdFVQdz09>

- Via phone at: 1-929-205-6099

Meeting ID: **879 6816 3960**

Passcode: **088630**

Please note:

- This meeting will be recorded and made available on the Town's website pursuant to state law.
- If you are attending remotely, please remember to mute your microphone unless you are speaking.
- Anyone participating remotely should state their name and title, if applicable, at the outset of each occasion that such a person is speaking.
- All votes taken during which any member of this body is participating remotely shall be taken by roll call, unless the vote is unanimous.
- The chat feature will not be utilized nor considered during this meeting.

---

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. CONSENT CALENDAR**

- A. Approval of the minutes of the Town Council Regular Meeting held on March 27, 2023 (Session 2023-08).
- B. Approval of the Tax Collector's Request for Refunds, dated April 5, 2023, totaling \$23,663.27.
- C. Acceptance of the donations received for the following programs:
  - Edith Wheeler Memorial Library: \$1,615.00 & In-kind donations of 53 puzzles, 2 DVDs, and 7 books.
  - Food Pantry: \$504.00
  - Project Warmth: \$249.00

- Senior Center: \$139.25
- D. **Resolution #23-044: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the InfraFi Network Deposits Placement Agreements, Custodial Agreements, and any associated documents by and between Newtown Savings Bank, for the IntraFi Cash Service for the General Fund and WMNR Accounts.
  - E. **Resolution #23-045: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Phase 40 Local Recipient Organization Certification, and any associated documents by and between the Emergency Food and Shelter Program administered by the United Way, for the Emergency Food and Shelter National Board Program Grant Award.
  - F. **Resolution #23-049: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Grant Agreement including General and Special Grant Conditions, and any associated documents by and between the Connecticut Department of Transportation, for the 2022 Small Town Economic Assistance Program Grant Award for DOT Project #0084-0115, Old Zoar Road Reconstruction project.

#### IV. COMMUNICATIONS

- A. Memo from the Tax Collector to the Town Council Chair dated April 5, 2023 regarding a Request for Refunds.
- B. Memo from the First Selectman to the Town Council Chair dated April 6, 2023, regarding various donations.
- C. Email from the Superintendent of Schools to the Town Council Chair dated March 29, 2023 regarding a facilities study.
- D. Memo from the First Selectman to the Town Council Chair dated April 6, 2023, regarding the InfraFi Network Deposits Placement and Custodial Agreements with Newtown Savings Bank.
- E. Letter of Opinion from the Town Attorney to the First Selectman dated April 5, 2023, regarding the InfraFi Network Deposits Placement and Custodial Agreements with Newtown Savings Bank.
- F. Memo from the First Selectman to the Town Council Chair dated April 6, 2023, regarding the Phase 40 Local Recipient Organization Certification for the Emergency Food and Shelter National Board Program Grant Award.
- G. Letter of Opinion from the Town Attorney to the First Selectman dated April 6, 2023, regarding the Phase 40 Local Recipient Organization Certification for the Emergency Food and Shelter National Board Program Grant Award.
- H. Memo from the First Selectman to the Town Council Chair dated April 6, 2023, regarding the 2022 STEAP Grant Agreement for Old Zoar Road Reconstruction Project.
- I. Letter of Opinion from the Town Attorney to the First Selectman dated April 5, 2023, regarding the 2022 STEAP Grant Agreement for Old Zoar Road Reconstruction Project.
- J. Pavement Management Update Presentation for April 10, 2023 from Vanasse Hangen Brustlin
- K. Memo from the First Selectman to the Town Council Chair dated April 6, 2023, regarding Proposed Amendments to the Volunteer Tax Abatement Ordinance (Chapter 470, Articles V & VI of the Town Code).
- L. Letter of Opinion from the Town Attorney to the First Selectman dated April 5, 2023 regarding Proposed Amendments to the Volunteer Tax Abatement Ordinance (Chapter 470, Articles V & VI of the Town Code).
- M. Memo from the First Selectman to the Town Council Chair dated April 6, 2023, regarding an agreement for Engineering Services During Construction with Solli Engineering, LLC for the Wolfe Park Fields Project.
- N. Letter of Opinion from the Town Attorney to the First Selectman dated April 6, 2023, regarding an agreement for Engineering Services During Construction with Solli Engineering, LLC for the Wolfe Park Fields Project.
- O. Memo from the First Selectman to the Town Council Chair dated April 6, 2023, regarding the Connecticut State Department of Education Summer Enrichment Grant Program.
- P. Letter of Opinion from the Town Attorney to the First Selectman dated April 5, 2023, regarding the Connecticut State Department of Education Summer Enrichment Grant Program.

- Q. Memo from the First Selectman to the Town Council Chair dated April 6, 2023, regarding the Mini-Golf to Go Event Booking Contract.
- R. Letter of Opinion from the Town Attorney to the First Selectman dated April 6, 2023, regarding the Mini-Golf to Go Event Booking Contract.
- S. Memo from the First Selectman to the Town Council Chair dated April 6, 2023, regarding the 3 Day Blinds Contract.
- T. Letter of Opinion from the Town Attorney to the First Selectman dated April 6, 2023, regarding the 3 Day Blinds Contract.

**V. PUBLIC PARTICIPATION**

**VI. APPOINTMENTS**

None

**VII. ACTION ITEMS**

- A. Town Council Committee on Finance, Education, Health & Public Safety Matters
- B. Town Council Committee on Planning & Zoning, Public Works and Park & Recreation Matters
- C. Town Council Committee on Legislative & Administrative Matters
- D. Strategic Planning Committee
- E. EMS Building Committee
- F. Open Space Preservation and Acquisition Committee
- G. First Selectman’s Update

**VIII. UNFINISHED BUSINESS**

- A. St. Jude School Property and Community Center Project Update (Executive Session Anticipated to discuss pending contract negotiations regarding the purchase of real estate.)
- B. Pavement Management Update from Vanasse Hangen Brustlin

**IX. NEW BUSINESS**

- A. Acceptance of Individual Donations of \$1,500 or greater:
  - 1. \$5,000 from Ann Marie & Ben Maini for the Food Pantry
  - 2. \$2,400 from the Friends of the Edith Wheeler Memorial Library for Library programming.
- B. Tax Abatement Ordinance for Volunteer Emergency Medical Service Personnel and Volunteer Firefighters.
- C. **Resolution #23-047:** To consider and act upon a resolution regarding an agreement for Engineering Services During Construction with Solli Engineering, LLC for the Wolfe Park Fields Project.
- D. **Resolution #23-048:** To consider and act upon a resolution regarding the 2023-2024 Summer Enrichment Grant Program with the Connecticut State Department of Education.
- E. **Resolution #23-050:** To consider and act upon a resolution regarding the Mini-Golf to Go Event Booking Contract
- F. **Resolution #23-051:** To consider and act upon a resolution regarding the 3 Day Blinds Contract.
- G. Pending Litigation - Former Town Employee Matter (Senior Center) (Executive Session anticipated to discuss strategy and negotiations with respect to pending litigation.)

**X. PUBLIC PARTICIPATION**

**XI. ADJOURNMENT**

**GUIDELINES FOR PUBLIC PARTICIPATION**

Anyone who desires to address the Council must adhere to the following rules of participation:

- At the start of Public Participation, the Chair or Moderator shall ask all persons desiring to participate to identify yourself by name, one at a time.
- The Chair or Moderator shall create a list of identified participants and shall, in their sole discretion, recognize each by name one at a time.
- Upon recognition, each participant shall state their full legal name and address for the record.

- All participants shall speak clearly in a civil, non-argumentative and respectful manner.
- Comments shall be limited to three (3) minutes.
- Comments shall be directed to the Council as a whole & not to any single member, individual or entity.
- The Chair may alter these rules from time to time, in his sole discretion.

Failure to comply with the rules or any other conduct which is disruptive to the proceedings shall result in removal from the meeting.

Second Public Participation: Anyone who desires to address the Council during Second Public Participation must adhere to the rules of Public Participation as aforesaid except that comments shall be strictly limited to unresolved matters of Unfinished Business or New Business on that day's agenda.



# TOWN OF MONROE

## TOWN COUNCIL

### MEETING MINUTES

Session # 2023-08

Regular Meeting - Monday, March 27, 2023 – 7:00 P.M.

Meeting conducted in Council Chambers of Town Hall & Remotely via Zoom

**PRESENT:**

Chairperson Jonathan Formichella  
Vice-Chairperson Enid Lipeles  
Councilmember Jessica Katuska (**remotely**)  
Councilmember Dee Dee Martin  
Councilmember Jason Maur  
Councilmember Sean O'Rourke  
Councilmember Kevin Reid (**remotely**) *Joined at 7:04 PM during agenda item V*  
Councilmember Terry Rooney  
Councilmember Dona-Lyn Wales

**ABSENT:**

None

**ALSO PRESENT:**

First Selectman Kenneth M. Kellogg  
Town Attorney Frank Lieto (**remotely**) *Joined at 7:13 PM during agenda item VI*

---

**I. PLEDGE OF ALLEGIANCE**

**Formichella** called the meeting to order at 7:02 PM and led with the Pledge of Allegiance.

**II. ROLL CALL**

**Formichella** took the roll call as noted above.

**III. CONSENT CALENDAR**

**Formichella** passed the Consent Calendar as follows without objection.

- A.** Approval of the minutes of the Town Council Regular Meeting held on March 13, 2023 (Session 2023-07).
- B.** Acceptance of the donations received for the following programs:
  - i. EMS: \$25
- C. Resolution #23-036: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the following Performing Artist Engagement Agreements, as well as any associated documents by and between the following parties:
  - 1. Forgotten by Friday – Dominick P. Mauro
  - 2. Judith E. Pancoast – Momanook Music LLC
  - 3. Ryan SanAngelo**BE IT FURTHER RESOLVED**, that the First Selectman is authorized to amend these agreements as may be necessary for, and limited to, the rescheduling of performance dates.
- D. Resolution #23-040: RESOLVED**, that Keith White, Chief of Police for the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Mutual Agreement Document and any associated documents by and between Operation Underground Railroad, for the receipt and acceptance of a contribution to the Monroe Police Department.

#### IV. COMMUNICATIONS

- A. Memo from the First Selectman to the Town Council Chair dated March 23, 2023, regarding various donations.
- B. Letter of Opinion from the Town Attorney to the First Selectman dated March 22, 2023 regarding various Performing Artist Engagement Agreements.
- C. Memo from the First Selectman to the Town Council Chair dated March 23, 2023, regarding various Performing Artist Engagement Agreements.
- D. Emailed Opinion from the Town Attorney to the First Selectman dated February 21, 2023, regarding certain appointments to the Housing Authority.
- E. Memo from the First Selectman to the Town Council Chair dated March 21, 2023, regarding an appointment to the Monroe Housing Authority.
- F. Letter of Opinion from the Town Attorney to the First Selectman dated March 21, 2023, regarding the Sales Agreement with Brindlee Mountain Fire Apparatus & Bid Waiver.
- G. Memo from the First Selectman to the Town Council Chair dated March 23, 2023, regarding the Sales Agreement with Brindlee Mountain Fire Apparatus & Bid Waiver.
- H. Letter of Opinion from the Town Attorney to the First Selectman dated March 7, 2023, regarding a Facilitator Agreement with Bay State Textiles.
- I. Memo from the First Selectman to the Town Council Chair dated March 21, 2023, regarding a Facilitator Agreement with Bay State Textiles.
- J. Letter of Opinion from the Town Attorney to the First Selectman dated March 22, 2023, regarding an agreement with Operation Underground Railroad.
- K. Memo from the First Selectman to the Town Council Chair dated March 23, 2023, regarding an agreement with Operation Underground Railroad.
- L. Memo from the First Selectman to the Town Council Chair dated March 22, 2023, regarding revisions to various job descriptions for departmental reorganizations.
- M. Memo from the First Selectman to the Town Council Chair dated March 23, 2023, regarding revisions to the Pay Plan for Positions in the Classified Service.
- N. Letter of Opinion from the Town Attorney to the First Selectman dated March 22, 2023, regarding a Construction Agreement with Nagy Brothers Construction, LLC.
- O. Memo from the First Selectman to the Town Council Chair dated March 23, 2023, regarding a Construction Agreement with Nagy Brothers Construction, LLC.

#### V. PUBLIC PARTICIPATION

**Jason Dubac, 231 Route 8, Searsburg, Vermont.** Mr. Dubac stated in regards to the Spring Hill Road closure, he apologized for not being at the last meeting due to a blizzard. He stated that once his lawyer files suit he may not be able to attend, but he will attend afterwards to gloat. He stated that the Town Council acted incorrectly and that he was able to have the Town Planner state that he had misspoke, and that if he was wrong, the Planning & Zoning vote was uninformed, as was the Town Council. He said it was the Town Council's job to investigate. He said he can't find fairness in this building. He stated that whether he is back or not, the Town will hear from him.

**Formichella** asked if anyone else in chambers or online wished to participate. Hearing none, **Formichella** closed Public Participation.

#### VI. APPOINTMENTS

- A. **Resolution #23-037:** To consider and act upon a resolution approving the appointment of **Marjorie Bucci** (U), 358 Wheeler Road, to the Monroe Housing Authority for a term ending October 31, 2027.

**Motion by Formichella** to adopt **RESOLUTION #23-037: RESOLVED**, that the Monroe Town Council hereby approves the First Selectman's appointment of Marjorie Bucci (U), 358 Wheeler Road, to the Housing Authority with a term ending October 31, 2027, and serving as a tenant of the property overseen by the Housing Authority as required by C.G.S. and Chapter IV, § 18 of the Town Charter.

**Second: Martin**

**Discussion: Kellogg** stated that Marjorie Bucci is a resident of Fairway Acres, the property overseen by the Monroe Housing Authority ("MHA"). Ms. Bucci has expressed a desire to serve on the MHA as the tenant commissioner as provided in both state statute and Town Charter. **Kellogg** stated he asked the Town Attorney for his opinion in resolving the inconsistencies between Connecticut General Statutes and the Town Charter in regards to the appointment process for a tenant commissioner. Attorney Lieto's legal opinion was provided. **Kellogg** said that Jocelyn Hudson-Brown, MHA Chair, provided the actions taken by the MHA in regards to the vacant tenant commissioner seat and that the intention to provide for an open process to fill the vacant tenant commissioner was clear, including that an election that was conducted by the MHA and that Marjorie Bucci was selected. However, it appears that certain statutory requirements were not met and that per the Town Attorney's opinion, in that case the First Selectman shall appoint the resident commissioner. **Kellogg** stated that given the circumstances, he is appointing Ms. Bucci subject to the approval of the Town Council. **Maur** inquired regarding a 90-day window having to expire as stated in the statute. **Kellogg** referred this question to Town Attorney **Lieto**, who stated that the provisions of the statute vests optional authority in the Housing Authority in this case, however none of the somewhat cumbersome statutory criteria were timely met and therefore the appointment process would default to the Charter, similar to any other appointment.

**Motion passed 9-0:**

Voting Yes: **Formichella, Katuska, Lipeles, Martin, Maur, O'Rourke, Reid, Rooney, Wales**

Voting No: None

## VII. ACTION ITEMS

- A. Town Council Committee on Finance, Education, Health & Public Safety Matters – **Lipeles** reported that the committee has not met since the last meeting.
- B. Town Council Committee on Planning & Zoning, Public Works and Park & Recreation – **Rooney** stated that the committee has not met since the last meeting. **Martin** stated no updates from Parks & Recreation Commission.
- C. Town Council Committee on Legislative & Administrative Matters – **Reid** reported that they met this evening and reviewed resolutions on tonight's agenda. Resolutions #23-036, #23-038, and #23-039, #23-040, #23-041, #23-042, and #23-043 were referred to Town Council for consideration. He also reported that a commercial tax abatement application was reviewed. **Formichella** stated this application was for 695 Main Street Units C&D, Golf Oasis, and that the committee adopted the recommendation of the Tax Incentive Program Review Committee for consideration at a future Town Council meeting following a public hearing.
- D. Strategic Planning Committee – **Formichella** reported that they had not met since the last meeting.
- E. EMS Building Committee – **Rooney** stated nothing new to report since the last meeting regarding the building. He stated that an issue of a compressor at the station is an issue that was brought to him a few months ago and they are looking into the issue.
- F. Open Space Preservation and Acquisition Committee – **O'Rourke** reported that the committee has not met since the last meeting.
- G. First Selectman's Update – **Kellogg** reported as follows:

### TREE CITY USA DESIGNATION

- For the 19<sup>th</sup> year, Monroe has been recognized by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Forests, as a “Tree City USA” municipality. The award is given to honor Monroe’s commitment to effective community forest management and meeting criteria that demonstrates Monroe’s commitment to responsible municipal tree care.
- Monroe Parks & Recreation is currently finalizing plans for our 2023 Arbor Day observance and tree planting ceremony.

### **BUSINESSES UPDATES**

- Norcom Mortgage at 731 Main Street – Ribbon Cutting that was postponed during the pandemic is scheduled April 1, 2023 at 12:00 noon.
- SHe SHed – new business opening in Clocktower Square – Grand Opening & Ribbon Cutting scheduled April 1, 2023 at 2:00 PM.
- Rebel Tattoo – new business open at 292 Main Street.
- Coastal Hearing Aids – new business at 388 Main Street – Ribbon Cutting scheduled March 31, 2023 at 1:00 PM.
- Gunsoo Kim’s World Taekwondo – new business at 535 Monroe Turnpike – Ribbon Cutting scheduled April 29, 2023 at 12:00 noon.
- Courville Nursery at 163 Barn Hill Road - Ribbon Cutting scheduled May 5, 2023 at 1:00 PM.
- New independent gas station and convenience store at 126 Main Street has received Planning & Zoning Commission approval. Project will include widening of Route 25 in that area to add a turning lane.
- Awesome Toys & Gifts – new business at 464 Main Street currently in the permitting process with plans to open later this year.

**Formicella** stated that he would be taking the next two items out of order.

### **IX. NEW BUSINESS**

- A. Motion by Lipeles** to accept Individual Donations of \$1,500 or greater:
- \$2,000 from Village Square, Inc. to the Bicentennial Committee
  - \$7,500 from Tartaglia Commercial Properties to the Bicentennial Committee

**Second: Rooney**

**Discussion: Kellogg** stated that the Bicentennial Committee is engaging the community for sponsorships and he is very grateful for these sponsors, both of which are commercial property owners in Town.

**Motion passed 9-0:**

Voting Yes: **Formicella, Katuska, Lipeles, Martin, Maur, O’Rourke, Reid, Rooney, Wales**  
 Voting No: None

- B. Pavement Management Update from Vanasse Hangen Brustlin**  
**Kellogg** stated that while he had anticipated that the report and presentation would be ready this evening, the company representative had a family emergency and therefore the report and presentation are not ready. **Kellogg** stated he expects a presentation at the next meeting.
- C. Resolution #23-038:** To consider and act upon a resolution regarding a Sales Agreement with Brindlee Mountain Fire Apparatus & Bid Waiver Request.

**Motion by Lipeles** to adopt **RESOLUTION #23-038: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Sales Agreement and any associated documents by and between Brindlee Mountain Fire Apparatus to consummate the purchase and delivery of a 2020 E-One / Ford 4x4 Mini Pumper.

**BE IT FURTHER RESOLVED**, that the Town Council waives §3.3 of the Town's Purchasing Policy with respect to this matter for the reasons as stated by the First Selectman in his memorandum dated March 23, 2023

**Second: Maur**

**Discussion: Kellogg** stated that as per the the recent bond authorization approved that included \$360,000 for the purchase of a Mini-Pumper for the Monroe Fire Department that they subsequently commenced due diligence towards such purchase and determined that the lead time to acquire such new apparatus, following a formal bid process, was approximately 18 months. The Monroe Fire Department researched the used market and identified an immediately available vehicle from Brindlee Mountain Fire Apparatus, LLC ("Brindlee"), that is two years old and with less than 4,000 miles and available for \$325,000. The Monroe FD supplied documentation indicating that this is a favorable price as compared to the limited number of similar available units. Execution of this agreement would require waiver of a formal bid process as required by the Town's Purchasing Policy. **Kellogg** stated he is requesting that the Town Council provide a waiver of such formal bidding pursuant to §5.0 of the Purchasing Policy, for the following reasons:

1. Not practical in the purchase of a used vehicle, given that the Town cannot craft a request for proposals that includes a detailed bid specification customary for new apparatus that is built and/or otherwise configured to such specifications;
2. Not in the best interest of the Town, as a formal bid process and procurement of a new vehicle will require approximately 18 months;
3. Not in the best interest of the Town, as due diligence conducted by the Monroe Fire Department, and reviewed by the Town's Finance Department, has indicated that we do not anticipate a formal bid process to yield a more favorable outcome.

**Martin** asked if the one year warranty as provided in the agreement is typical. **Kellogg** stated he believed so, but referred to **Chris Krize** who was present from Monroe Fire. **Krize** stated that even a new vehicle typically provides only a one-year warranty. He stated that the Town's mechanic inspected the vehicle and had no significant concerns; the one-year warranty for this used vehicle is standard and acceptable.

**Maur** stated that in addition to the warranty question, in the L&A committee meeting the cost was discussed and it was explained that due to changes in the market a new vehicle cost could even exceed the bonding authorization. He also stated that they discussed the lifespan of the vehicle and that due to its young age and low mileage the lifespan was not significantly impacted and an advantageous purchase.

**Motion passed 9-0:**

Voting Yes: **Formichella, Katuska, Lipeles, Martin, Maur, O'Rourke, Reid, Rooney, Wales**

Voting No: None

- D. Resolution #23-039:** To consider and act upon a resolution regarding a Facilitator Agreement with Bay State Textiles.

**Motion by Lipeles** to adopt **RESOLUTION #23-039: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Facilitator Agreement and any associated documents by and between Bay State Textiles, Inc., for Textile Recycling Collection.

**Second: Wales**

**Discussion: Kellogg** stated that effort was part of the Town's SustainableCT program we seek solutions and research options to reduce the amount of materials entering our solid waste stream. Bay State Textiles, Inc. provides collection boxes that resident could utilize to dispose textiles. The boxes are maintained and emptied on a regular basis by Bay State Textiles, which in turn will remit to the Town \$100 per ton of recyclable materials. Many other towns in Connecticut utilize this company. **Kellogg** states that this program has the support of our Conservation and Water Resources Commission, which had

independently inquired to promote the concept of a textile recycling program. We hope to conduct a kick-off event in the near future. **Maur** stated this was discussed in L&A and that a wide range of materials are accepted at no cost to residents and that this is a great program to bring to the Town. **Martin** asked if the Town would have oversight or concerns over what was discarded. **Kellogg** states that a provision we added to the agreement requires Bay State to be responsible for dealing with any of those issues offsite and that Town staff would have contact with the company for them to address any such concerns that arose.

**Motion passed 9-0:**

Voting Yes: **Formichella, Katuska, Lipeles, Martin, Maur, O'Rourke, Reid, Rooney, Wales**

Voting No: None

- E. **Resolution #23-041:** To consider and act upon a resolution regarding new and revised job descriptions.

**Motion by Lipeles** to adopt **RESOLUTION #23-041: RESOLVED**, that the Town Council hereby approves the following updates to job descriptions, and authorizes the First Selectman to implement each, on an individual basis, as soon as practical:

- Revisions as follows:
  - Director of Public Works
  - Director of Parks & Recreation
  - Deputy Director in the Public Works Department
  - Crew Leader in the Public Works Department
  - Maintainer II in the Public Works Department
  - Maintainer III in the Public Works Department
  - Maintainer IV in the Public Works Department
  - Parks Maintainer revised to be in the Public Works Department
  - Mechanic in the Public Works Department
  - Landfill Attendant in the Public Works Department
  - Chief Building Official in the Building Department
  - Director of Economic & Community Development in the Economic Development Department
  - Planning & Zoning Administrator in the Planning & Zoning Department
  - Office Manager in the Planning & Zoning Department
  - Secretary I in the Planning & Zoning Department
  - Zoning & Wetlands Enforcement Officer in the Planning & Zoning Department
- New job descriptions:
  - Special Projects Coordinator in the Economic Development Department
  - General Foreman in the Public Works Department

**Second: Maur**

**Discussion: Kellogg** stated that as per his budget presentation and discussed further during recent budget deliberations, he has been working with various department heads regarding certain reorganizations to improve Town operations. These changes were been in the Town Council's proposed budget for FY24 yet require further approvals from the Town Council for implementation. Since these changes also result in a net reduction in operational expenditures, he seeks to implement these changes for the remainder of FY23. Final changes to the job descriptions were provided, which were largely housekeeping updates, changes in department and/or reporting structure due to the changed organization structure.

**Motion passed 9-0:**

Voting Yes: **Formichella, Katuska, Lipeles, Martin, Maur, O'Rourke, Reid, Rooney, Wales**

Voting No: None

- F. **Resolution #23-042:** To consider and act upon a resolution regarding revisions to the Pay Plan for the Positions in Classified Service.

**Motion by Lipeles** to adopt **RESOLUTION #23-042: RESOLVED**, that Pursuant to Town Charter Chapter X, §3, the Pay Plan for the Positions in the Classified Service is hereby amended as presented by the First Selectman.

**Second: Maur**

**Discussion: Kellogg** stated that the Town maintains a Pay Plan for individuals in the Classified Service as defined in our Charter. HR Director Craig Hirsch has provided the attached, proposed revisions to the Pay Plan as part of our annual review and update during the budget process. These revisions are consistent with, and reflect the changes as in the proposed FY24 budget. These changes incorporate inflationary adjustments to all ranges as well as compliance with the revised state minimum wage.

**Motion passed 9-0:**

Voting Yes: **Formichella, Katuska, Lipeles, Martin, Maur, O'Rourke, Reid, Rooney, Wales**

Voting No: None

- G. **Resolution #23-043:** To consider and act upon a resolution regarding a Construction Contract with Nagy Brothers Construction, LLC.

**Motion by Lipeles** to adopt **RESOLUTION #23-043: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Construction Contract and any associated documents by and between Nagy Brothers Construction, LLC, for the Wolfe Park Fields Project.

**Second: Wales**

**Discussion: Kellogg** stated that staff have been working diligently to redefine the project to create new ball fields at Wolfe Park and that this construction project was put out to bid earlier this year. Six companies submitted bids for this project. A bid review team reviewed bids and the lowest bids were reviewed and analyzed in greater detail. The lowest cost bid was submitted by Nagy Brothers Construction, LLC and the committee determined the Nagy bid to be complete and meeting all the requirements of the Town pursuant to our RFP. The review team has recommended awarding the contract to Nagy. The Nagy bid totaled \$555,000, which is within the identified funding sources for this project. **Kellogg** acknowledged several staff members for their efforts in reducing the costs of this project and the Parks & Recreation Commission for supporting this effort which has been outstanding for several years. **O'Rourke** asked what the low bid was during the previous RFP process that the Town did not pursue. **Kellogg** stated it was approximately \$850,000. **Rooney** stated he was on the Parks & Recreation Commission when this project was first envisioned and that when certain aspects of this project came to his attention, both Missy Orosz and Bill Holsworth were very receptive. He stated that most community members may not realize the complexity involved in this project and thanked everyone for moving this forward.

**Motion passed 9-0:**

Voting Yes: **Formichella, Katuska, Lipeles, Martin, Maur, O'Rourke, Reid, Rooney, Wales**

Voting No: None

## VIII. UNFINISHED BUSINESS

- A. St. Jude School Property and Community Center Project Update

**Motion by Formichella** to enter into executive session and to invite the First Selectman and Town Attorney to discuss pending contract negotiations regarding the purchase of real estate – St. Jude school property.

**Second: Maur**

**Motion passed 9-0:**

Voting Yes: **Formichella, Katuska, Lipeles, Martin, Maur, O'Rourke, Reid, Rooney, Wales**  
Voting No: None

**The Town Council** entered into Executive Session at 7:49 PM.

**The Town Council** came out of Executive Session at 8:13 PM. **Formichella** confirmed that no votes were taken while in Executive Session.

#### **X. PUBLIC PARTICIPATION**

**Formichella** asked if anyone wished to speak on unfinished items from the agenda and, hearing none, closed second Public Participation.

#### **XI. ADJOURNMENT**

**Formichella** adjourned the meeting at 8:13 PM

TO: Jonathan Formichella, Town Council , Chairman  
 FROM: Deborah Heim, Tax Collector  
 DATE: April 5, 2023  
 SUBJECT: Requests for Refunds

The following is a list of refunds submitted for Town Council's approval.

NAME	FULL ADDRESS		\$ AMOUNT
ACAR Leasing LTD	PO Box 1990	Fort Worth, TX 76107	155.87
Bradford Devin	12 Maplewood Dr	Monroe, CT 06468	49.53
Cardentey Manual G	50 Nelson Brook Rd	Monroe, CT 06468	27.32
CCAP Auto Lease LTD	1601 Elm St Ste 800	Dallas, TX 75201	176.70
CCAP Auto Lease LTD	1601 Elm St Ste 800	Dallas, Tx 75201	412.10
CCAP Auto Lease LTD	1601 Elm St Ste 800	Dallas, TX 75201	529.36
Delany Hubert	10 Abbey Rd	Easton, CT 06612	73.18
Dimeglio Aniello G	21 Senior Dr	Monroe, CT 06468	65.09
Enterprise FM Trust	9315 Olive Blvd	St Louis, MO 63132	176.98
Esposito Maria	16 Sand Bar Rd	Monroe, CT 06468	28.25
Honda Lease Trust	11675 Great Oaks Way	Alpharetta, GA 30022	237.82
Hyundai Lease Titling Trust	PO Box 4747	Oak Brook, IL 60522	371.32
Hyundai Lease Titling Trust	PO Box 4747	Oak Brook, IL 60522	122.26
Hyundai Lease Titling Trust	PO Box 4747	Oak Brook, IL 60522	304.34
JP Morgan Chase Bank NA	PO Box 901098	Fort Worth, TX 76101	573.40
JP Morgan Chase Bank NA	PO Box 901098	Fort Worth, TX 76101	346.88
JP Morgan Chase Bank NA	PO Box 901098	Fort Worth, TX 76101	449.78
JP Morgan Chase Bank NA	PO Box 901098	Fort Worth, TX 76101	466.42
JP Morgan Chase Bank NA	PO Box 901098	Fort Worth, TX 76101	367.06
JP Morgan Chase Bank NA	PO Box 901098	Fort Worth, TX 76101	423.24
JP Morgan Chase Bank NA	PO Box 901098	Fort Worth, TX 76101	318.44
JP Morgan Chase Bank NA	PO Box 901098	Fort Worth, TX 76101	166.92
JP Morgan Chase Bank NA	PO Box 901098	Fort Worth, TX 76101	247.60
JP Morgan Chase Bank NA	PO Box 901098	Fort Worth, TX 76101	66.06
JP Morgan Chase Bank NA	PO Box 901098	Fort Worth, TX 76101	153.50
Matthews Lele	15 Fernwood Rd	Monroe, CT 06468	7.21
Newtown Savings Bank	39 Main St	Newtown CT 06470	60.00
Newtown Savings Bank	39 Main St	Newtown CT 06470	2,330.68
Newtown Savings Bank	39 Main St	Newtown CT 06470	4,664.99
Newtown Savings Bank	39 Main St	Newtown CT 06470	923.50
Newtown Savings Bank	39 Main St	Newtown CT 06470	8,039.20
Nissan Infinti LT	PO Box 650214	Dallas, TX 75265	367.62
Pawluk Richard	497 Purdy Hill Rd	Monroe, CT 06468	29.44
Pison Gerald J	15 E Maiden Ln	Monroe, CT 06468	18.10
Polverari Floria H	11 Clearview Dr	Woodbridge, CT 06525	68.73
Roballey Thomas Dr DC	19 Gristmill Ln	Shelton, CT 06484	6.77
Toyota Lease Trust	20 Commerce Way Ste 800	Woburn MA 01801	804.44
Varrone & Varrone	55 Corporate Dr 1fl	Trumbull, CT 06611	24.00
Wheddon Lisa A	38 Val Alst Rd	Montgomery, NY 12549	9.17

**TOTAL \$ 23,663.27**

  
 Deborah E Heim  
 Tax Collector

\_\_\_\_\_  
 For the Town Council



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.org](http://www.monroect.org)



Date: April 6, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Nicole Cignoli, Library Director  
Kim Cassia, Director of Community & Social Services

**Subject: Donations**

---

The attached donations were received for various Town programs. I ask that you accept these donations at your next meeting.





# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)



Date: April 6, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Ron Bunovsky, Finance Director  
Frank Dutches, Town Treasurer

Subject: **Resolution Regarding InfraFi Network ICS Deposit Placement & Custodial Agreements with Newtown Savings Bank**

As you will recall from 2019, the Town entered into an agreement with Newtown Savings Bank ("NSB") to place Town funds at various financial institutions utilizing the Insured Cash Sweep ("ICS") service. Through this service, NSB manages and distributes the Town's deposits to multiple institutions such that our assets become FDIC insured.

Our Town Treasurer has recommended two updates to this program. The first, to reduce our "sweep threshold" from \$800,000 to \$250,000 for our general account, to fully insure our general fund. The second change would add the WMNR subaccount to the ICS service, given that account regularly carries a balance in excess of \$250,00.

NSB requires new agreements for both revisions, which are attached for your review and consideration. The Town Attorney has provided the attached letter of opinion regarding this matter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

**RESOLUTION #23-044: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the InfraFi Network Deposits Placement Agreements, Custodial Agreements, and any associated documents by and between Newtown Savings Bank, for the IntraFi Cash Service for the General Fund and WMNR Accounts.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

April 5<sup>th</sup>, 2023

### VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
InfraFi ICS Deposit Placement Agreements (“Agreements”)  
between the Town of Monroe (“Town”) and Newtown Savings Bank (“NSB”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the Agreements and ancillary instruments, including the Custodial Agreement between the Town of Monroe and NSB regarding changes to the sweep authorizations granted to NSB via IntraFi and related to Town WMNR and General Fund (1821) accounts at NSB.

Pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”), I hereby approve the Agreements in form and substance and recommend that they be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,

  
Francis Lieto



## ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

NEWTOWN SAVINGS BANK

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through ICS<sup>®</sup>, the IntraFi Cash Service<sup>SM</sup> of IntraFi Network LLC ("*IntraFi*") for placing deposits at depository institutions.

### 1. Deposit Placement

#### 1.1. Agreement and Schedules

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Daily Rate. **Schedule 2** describes the account type and placement feature that we will use. **Schedule 3** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Fixed Rate if we offer such placement.

(b) Each participating institution in ICS that is an insured depository institution ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS ("*Deposit Account*"), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS<sup>®</sup>, the Certificate of Deposit Account Registry Service<sup>®</sup>, will not exceed \$250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through ICS. BNY Mellon's services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel ("*DCP*"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

#### 1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

### 2. Your Relationship With Us

#### 2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

#### 2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may



not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

### 3. Custodial Account and Interest Rate

#### 3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through ICS or through CDARS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

#### 3.2. Interest Rate

(a) In ICS-Daily Rate, the interest rate for the Deposit Accounts at Destination Institutions ("*Interest Rate*") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Through your continued participation in ICS-Daily Rate, you accept each applicable Interest Rate.

(b) In ICS-Fixed Rate, if offered, the Interest Rate will be determined as set forth in Schedule 3.

(c) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(d) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

### 4. Placement Procedures

#### 4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY Mellon that includes the type of deposits we place for you ("*ICS Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("*Statement Period Yield*").

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only



evidence that you receive of your ownership of the funds. You should retain the account statements.

#### 4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement ("Triggering Event"). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds ("Root Account") to the Deposit Accounts at ICS Settlement ("Program Deposit") or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement ("Program Withdrawal").

(b) For ICS-Daily Rate, Schedule 1 sets forth Triggering Events applicable to your deposits. For ICS-Fixed Rate, Schedule 3 sets forth Triggering Events applicable to your deposits.

#### 4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the next Business Day ("Regular Program Deposit").

(b) Schedule 1 states whether, in ICS-Daily Rate, a transfer of funds to the Deposit Accounts at ICS Settlement on the same Business Day ("Same-Day Program Deposit") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit ("Same-Day Deposit Cutoff Time"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

#### 4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in

a transfer of funds from the Deposit Accounts at ICS Settlement the next Business Day ("Regular Program Withdrawal").

(b) Schedule 1 states whether, in ICS-Daily Rate, the transfer of funds from your Deposit Accounts at ICS Settlement on the same Business Day ("Same-Day Program Withdrawal") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal ("Same-Day Withdrawal Cutoff Time"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Withdrawal.

#### 4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a



Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

#### 4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through ICS-Daily Rate at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("DDA") or a Deposit Account that is a money market deposit account ("MMDA"), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

### 5. Placement Feature

#### 5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of ICS in which, when we place deposits, we receive matching

deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

#### 5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

#### 5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

### 6. Daily Allocation and Depositor Control

#### 6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has



agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

## 6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS ("*Exclusions List*").

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify or by using functionality provided within the Depositor Control Panel. If you do so, the revised Exclusions List will be effective within one Business Day after the first Business Day on which we have received the notice or you have used the functionality.

## 6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on "Getting Started" on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

## 6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review ("*DPR*") will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.



(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day ("*Proposed Placement List*"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated ("*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously

transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

## 7. FDIC Insurance Considerations

### 7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment.



The FDIC could also require you to provide additional documentation.

#### 7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

#### 7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration ("NCUA") and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be

responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

#### 7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.



## 8. Additional Considerations

### 8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

### 8.2. Allocation Considerations

(a) ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

### 8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish

to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

## 9. Conforming Changes

(a) If you signed a previous version of this Agreement that was captioned "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedules 1 and 2 to this Agreement is the same as the content of Schedules 1 and 2 to the version that you signed, subject to the following changes:

(i) "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" is changed to "ICS Deposit Placement Agreement" and

(ii) "DDA-MMDA Option" is changed to "ICS."

(b) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version that you signed, except that "Transaction Account," if it appears in the version that you signed, is changed to "Root Account."

(c) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 1 of Schedule 2 to this Agreement is as follows:

(i) If the version of the Agreement that you signed provided that we would place deposits for you only in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."

(ii) If the version of the Agreement that you signed provided that we would place deposits for you only in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."



(iii) If the version of the Agreement that you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: "We may place deposits for you in DDAs or MMDAs."

(iv) If the version of the Agreement that you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "You may use up to six MMDA Program Withdrawals per month."

(v) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "No MMDA Program Withdrawal limit applies."

(d) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 2 of Schedule 2 to this Agreement is as follows:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

(e) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, Section 3 of Schedule 2 is deemed to

include any depository institutions that you listed in the former Section 4 of this Agreement except to the extent that you have subsequently removed any such depository institution from your Exclusions List.

## 10. Other Provisions

### 10.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("*Service Provider*"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 10.1(a) or Section 10.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

### 10.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.



### 10.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 10.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 10.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

### 10.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 10.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 10.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise



provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or

PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.



By signing below, you ("Depositor") and we ("Relationship Institution") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: NEWTOWN SAVINGS BANK

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

Name and title of authorized signatory:

Janice A Snyder

AVP/ Business Relationship Banker

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

SOLE OR PRIMARY DEPOSITOR

Depositor: TOM- WMNR Fine Arts Radio Station

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

Name and title of authorized signatory (if not individual):

Kenneth M Kellogg

First Selectman

Depositor TIN or approved alternate identifier (and type):

06-6002038

Email: kkellogg@monroect.org

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

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

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

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

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

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

(Add signature lines as needed.)



## Schedule 1 to ICS Deposit Placement Agreement

### Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement (“*Agreement*”). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Specified Terms

(a) For DDAs, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$ <input type="text" value="50,000"/>	\$ <input type="text" value="50,000"/>

(b) For MMDAs, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$ <input type="text"/>	\$ <input type="text"/>

(c) The Same-Day Deposit Cutoff Time is as follows:

<input type="text" value="01:00"/> (Insert time)	<input type="checkbox"/> AM	<input checked="" type="checkbox"/> PM	<input checked="" type="checkbox"/> Eastern	<input type="checkbox"/> Central	<input type="checkbox"/> Mountain	<input type="checkbox"/> Pacific
	(check AM or PM)		(check time zone)			
Daylight Saving Time applies when nationally in effect unless checked here <input type="checkbox"/>						

#### 2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in your Root Account balance that causes it to exceed the Sweep Threshold. After posting all your Root Account activity for a Business Day, we will determine whether your Root Account balance exceeds the Sweep Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the excess amount to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement.

#### 3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in your Root Account balance, after the posting of all your Root Account activity for a Business Day, that causes it (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Return Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from the Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in the Deposit Accounts, sufficient to restore your Root Account balance to the Sweep Threshold.

(b) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we will honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending



Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.



## Schedule 2 to ICS Deposit Placement Agreement

### Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Account Type

We will place deposits for you in DDAs.

We will place deposits for you in MMDAs.

We may place deposits for you in DDAs or in MMDAs.

(Check one above.)

You may use up to six MMDA Program Withdrawals per month.

→

No per-month MMDA Program Withdrawal limit applies.

(If MMDAs will or may be used, check one above.)

#### 2. Placement Feature

We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

We will use only the Reciprocal Feature in placing deposits for you.

We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

#### 3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).



(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

\_\_\_\_\_  
Signature of sole or primary Depositor

# Custodial Agreement

You, the undersigned, enter into this Custodial Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

NEWTOWN SAVINGS BANK

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement ("*Deposit Accounts*") for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS, the IntraFi® Cash Service, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity
Frank Dutches	Treasurer
Ronald J Bunovsky, Jr.	Director of Finance

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution:           NEWTOWN SAVINGS BANK          

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

Name and title of authorized signatory:

          Janice A Snyder          

          AVP/ Business Relationship Banker          

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

SOLE OR PRIMARY DEPOSITOR

Depositor:           TOM- WMNR Fine Arts Radio Station          

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

Name and title of authorized signatory (if not individual):

          Kenneth M Kellogg          

          First Selectman          

Depositor TIN or approved alternate identifier (and type):

          06-6002038          

Email:           kkellogg@monroect.org          

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

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

Depositor TIN or approved alternate identifier (and type):

Email: \_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

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

Depositor TIN or approved alternate identifier (and type):

Email: \_\_\_\_\_

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

(Add signature lines as needed.)





## ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

NEWTOWN SAVINGS BANK

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through ICS<sup>®</sup>, the IntraFi Cash Service<sup>SM</sup> of IntraFi Network LLC ("*IntraFi*") for placing deposits at depository institutions.

### 1. Deposit Placement

#### 1.1. Agreement and Schedules

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Daily Rate. **Schedule 2** describes the account type and placement feature that we will use. **Schedule 3** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Fixed Rate if we offer such placement.

(b) Each participating institution in ICS that is an insured depository institution ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS ("*Deposit Account*"), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS<sup>®</sup>, the Certificate of Deposit Account Registry Service<sup>®</sup>, will not exceed \$250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through ICS. BNY Mellon's services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel ("*DCP*"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

#### 1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

### 2. Your Relationship With Us

#### 2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

#### 2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may



not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

### 3. Custodial Account and Interest Rate

#### 3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through ICS or through CDARS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

#### 3.2. Interest Rate

(a) In ICS-Daily Rate, the interest rate for the Deposit Accounts at Destination Institutions ("*Interest Rate*") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Through your continued participation in ICS-Daily Rate, you accept each applicable Interest Rate.

(b) In ICS-Fixed Rate, if offered, the Interest Rate will be determined as set forth in Schedule 3.

(c) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(d) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

### 4. Placement Procedures

#### 4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY Mellon that includes the type of deposits we place for you ("*ICS Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("*Statement Period Yield*").

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only



evidence that you receive of your ownership of the funds. You should retain the account statements.

#### 4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement ("Triggering Event"). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds ("Root Account") to the Deposit Accounts at ICS Settlement ("Program Deposit") or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement ("Program Withdrawal").

(b) For ICS-Daily Rate, Schedule 1 sets forth Triggering Events applicable to your deposits. For ICS-Fixed Rate, Schedule 3 sets forth Triggering Events applicable to your deposits.

#### 4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the next Business Day ("Regular Program Deposit").

(b) Schedule 1 states whether, in ICS-Daily Rate, a transfer of funds to the Deposit Accounts at ICS Settlement on the same Business Day ("Same-Day Program Deposit") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit ("Same-Day Deposit Cutoff Time"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

#### 4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in

a transfer of funds from the Deposit Accounts at ICS Settlement the next Business Day ("Regular Program Withdrawal").

(b) Schedule 1 states whether, in ICS-Daily Rate, the transfer of funds from your Deposit Accounts at ICS Settlement on the same Business Day ("Same-Day Program Withdrawal") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal ("Same-Day Withdrawal Cutoff Time"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Withdrawal.

#### 4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a



Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

#### 4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through ICS-Daily Rate at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("DDA") or a Deposit Account that is a money market deposit account ("MMDA"), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

### 5. Placement Feature

#### 5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of ICS in which, when we place deposits, we receive matching

deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

#### 5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

#### 5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

### 6. Daily Allocation and Depositor Control

#### 6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has



agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

## 6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS ("*Exclusions List*").

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify or by using functionality provided within the Depositor Control Panel. If you do so, the revised Exclusions List will be effective within one Business Day after the first Business Day on which we have received the notice or you have used the functionality.

## 6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on "Getting Started" on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

## 6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review ("*DPR*") will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.



(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day ("*Proposed Placement List*"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated ("*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously

transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

## 7. FDIC Insurance Considerations

### 7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment.



The FDIC could also require you to provide additional documentation.

#### 7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

#### 7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration ("NCUA") and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be

responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

#### 7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.



## 8. Additional Considerations

### 8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

### 8.2. Allocation Considerations

(a) ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

### 8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish

to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

## 9. Conforming Changes

(a) If you signed a previous version of this Agreement that was captioned "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedules 1 and 2 to this Agreement is the same as the content of Schedules 1 and 2 to the version that you signed, subject to the following changes:

(i) "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" is changed to "ICS Deposit Placement Agreement" and

(ii) "DDA-MMDA Option" is changed to "ICS."

(b) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version that you signed, except that "Transaction Account," if it appears in the version that you signed, is changed to "Root Account."

(c) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 1 of Schedule 2 to this Agreement is as follows:

(i) If the version of the Agreement that you signed provided that we would place deposits for you only in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."

(ii) If the version of the Agreement that you signed provided that we would place deposits for you only in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."



(iii) If the version of the Agreement that you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: "We may place deposits for you in DDAs or MMDAs."

(iv) If the version of the Agreement that you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "You may use up to six MMDA Program Withdrawals per month."

(v) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "No MMDA Program Withdrawal limit applies."

(d) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 2 of Schedule 2 to this Agreement is as follows:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

(e) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, Section 3 of Schedule 2 is deemed to

include any depository institutions that you listed in the former Section 4 of this Agreement except to the extent that you have subsequently removed any such depository institution from your Exclusions List.

## 10. Other Provisions

### 10.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("*Service Provider*"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 10.1(a) or Section 10.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

### 10.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.



### 10.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 10.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 10.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

### 10.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 10.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 10.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise



provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or

PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.



By signing below, you ("Depositor") and we ("Relationship Institution") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: NEWTOWN SAVINGS BANK

Signature: Janice A Snyder

Name and title of authorized signatory:

Janice A Snyder

AVP/ Business Relationship Banker

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

SOLE OR PRIMARY DEPOSITOR

Depositor: TOM- General Fund-727001821

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

Name and title of authorized signatory (if not individual):

Kenneth M Kellogg

First Selectman

Depositor TIN or approved alternate identifier (and type):

06-6002038

Email: kkellogg@monroect.org

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

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

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

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

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

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

(Add signature lines as needed.)



## Schedule 1 to ICS Deposit Placement Agreement

### Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement ("Agreement"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Specified Terms

(a) For DDAs, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$ <input type="text" value="250,000"/>	\$ <input type="text" value="250,000"/>

(b) For MMDAs, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$ <input type="text"/>	\$ <input type="text"/>

(c) The Same-Day Deposit Cutoff Time is as follows:

<input type="text" value="01:00"/> (insert time)	<input type="checkbox"/> AM	<input checked="" type="checkbox"/> PM	<input checked="" type="checkbox"/> Eastern	<input type="checkbox"/> Central	<input type="checkbox"/> Mountain	<input type="checkbox"/> Pacific
	(check AM or PM)		(check time zone)			

Daylight Saving Time applies when nationally in effect unless checked here

#### 2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in your Root Account balance that causes it to exceed the Sweep Threshold. After posting all your Root Account activity for a Business Day, we will determine whether your Root Account balance exceeds the Sweep Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the excess amount to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement.

#### 3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in your Root Account balance, after the posting of all your Root Account activity for a Business Day, that causes it (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Return Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from the Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in the Deposit Accounts, sufficient to restore your Root Account balance to the Sweep Threshold.

(b) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we will honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending



Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.



## Schedule 2 to ICS Deposit Placement Agreement

### Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Account Type

We will place deposits for you in DDAs.

We will place deposits for you in MMDAs.

We may place deposits for you in DDAs or in MMDAs.

(Check one above.)

You may use up to six MMDA Program Withdrawals per month.

→

No per-month MMDA Program Withdrawal limit applies.

(If MMDAs will or may be used, check one above.)

#### 2. Placement Feature

We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

We will use only the Reciprocal Feature in placing deposits for you.

We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

#### 3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).



(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

\_\_\_\_\_  
Signature of sole or primary Depositor



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)



Date: April 6, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Kim Cassia, Director of Community & Social Services

**Subject: Resolution Regarding the Emergency Food and Shelter National Board Program (EFSP) Phase 40 Grant Award**

---

Once again, our Community & Social Services Director applied for the Emergency Food and Shelter Program ("EFSP") grant, to provide for additional funding for both our Food Pantry and utility assistance. This federal grant is administered locally through the United Way and provides supplemental assistance to non-profit and governmental social service agencies to assist those with qualifying economic emergencies.

While reduced from prior years, Monroe has received notice of an award of \$2,045.00 to support the Food Pantry and Project Warmth. Their standard certification must now be executed to release the funds. Ms. Cassia has advised me that we are in full compliance with the most recent available program manual.

The Town Attorney has reviewed these documents and provided his letter of opinion.

I ask that you place the following resolution on the agenda of your next Town Council Meeting:

**RESOLUTION #23-45: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Phase 40 Local Recipient Organization Certification, and any associated documents by and between the Emergency Food and Shelter Program administered by the United Way, for the Emergency Food and Shelter National Board Program Grant Award.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

April 6<sup>th</sup>, 2023

### VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
Emergency Food and Shelter National Board Program ("EFSP") Phase 35/39/40 Local Recipient  
Organization Certification ("Agreement")  
between the Town of Monroe ("Town") and EFSP Local Board facilitated through United Way  
Worldwide ("EFSP Local")

Dear First Selectman Kellogg:

At your direction, I have reviewed the Agreement which is the revised standard agreement used for this purpose last year. As with last year, Town Social Services Director, Kimberly Cassia, confirmed compliance with the EFSP guidelines and further confirmed that the Town can meet the obligations upon which the award is conditioned in the normal course of business operation. Therefore, I approve the Agreement in form and substance pursuant to Chapter V, Section 14 of the Town of Monroe Charter ("Charter").

Therefore, I recommend that said Agreement be forthwith submitted to the Town Council for approval and execution thereof pursuant to Chapter II, Section 4 of the Charter. Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,

  
Francis Lieto

## EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM

### PHASE 40 LOCAL RECIPIENT ORGANIZATION CERTIFICATION

*By signing this Local Recipient Organization (LRO) Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Phases 39/ARPAR/40 Responsibilities and Requirements Manual, including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in the Manual. All appropriate staff and volunteers have been informed of EFSP requirements. The Local Board has been provided and we have retained a copy of this form for our records.*

I certify that my public or private agency:

- Has the capability to provide emergency food and/or shelter services.
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services.
- Is nonprofit or an agency of government.
- Will not use EFSP funds as a cost-match for other Federal funds or programs.
- Has an accounting system, and will pay all vendors by an approved method of payment.
- Understands that cash payments (including petty cash) are not eligible under EFSP.
- Conducts an independent annual review if receiving \$50,000-\$99,999/an independent annual audit if receiving \$100,000 or more in EFSP funds, and follows OMB's Uniformed Guidance if receiving \$750,000 or more in Federal funding.
- **Has not received an adverse or no opinion audit.**
- Is not debarred or suspended from receiving Federal funds.
- Has provided a Federal Employer Identification Number (FEIN) to EFSP.
- **Has provided a Unique Entity Identification (UEI) number and required associated information to EFSP. UEI numbers are requested in, and assigned by, the System for Award Management (SAM.gov).**
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds).
- Will not charge a fee to clients for EFSP funded services.
- Has a voluntary board if private, not-for-profit.
- Will provide all required reports to the Local Board in a timely manner; (i.e., Second Payment/Interim Request and Final Reports).
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, other proof of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by my jurisdiction's selected end-of-program date and return any unused funds (\$5.00 or more) to the National Board.
- Will provide complete, accurate documentation of expenses to the Local Board, if requested, following my jurisdiction's selected end-of-program date.
- Has no known EFSP compliance exceptions in this or any other jurisdiction.
- Will not use EFSP funding for any lobbying activities and if receiving \$100,000 or more, will provide the "Certification Regarding Lobbying" and, if applicable, will complete Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not engage in any trafficking of persons during the period this award is in effect.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information.

***PLEASE ENSURE THIS INFORMATION IS ACCURATE BEFORE SIGNING.***

LRO ID #: 142201041  
 FEIN #: 06-6002308  
 UEI#: **HMAGVUABJSK3**  
 LRO Legal Name: Town of Monroe - Food Pantry  
 Address: 7 Fan Hill Road Monroe CONNECTICUT 06468  
 Phone #: 203-452-2815  
 Fax #: 866-256-6478  
 Email: kcassia@monroect.gov  
 LRO Contact: Kimberly A. Cassia

Signature:

Date:



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)



Date: April 6, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Chris Nowacki, Director of Public Works

**Subject: Resolution Regarding 2022 STEAP Grant Agreement for Old Zoar Road Reconstruction Project.**

---

As previously reported, the State of Connecticut has awarded the Town's application for a \$500,000 grant through the 2022 Small Town Economic Assistance Program ("STEAP") for the purpose of the reconstruction of Old Zoar Road. The grant will be administered through the Connecticut Department of Transportation ("DOT").

Earlier this year, Town Council adopted Resolution #23-004. The Town was required to submit this municipal authorizing resolution to DOT prior to release of the grant agreement, which we have now received. Consistent with my January 5, 2023 memo in this regard, and in the spirit of the Town Charter, I am presenting this agreement to Town Council prior to my execution thereof.

This agreement has been reviewed by our Town Attorney, who provided the attached opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

**RESOLUTION #23-049: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Grant Agreement including General and Special Grant Conditions, and any associated documents by and between the Connecticut Department of Transportation, for the 2022 Small Town Economic Assistance Program Grant Award for DOT Project #0084-0115, Old Zoar Road Reconstruction project.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

April 5<sup>th</sup>, 2023

### VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
CT Form DOT 2022 STEAP Grant NO 00840115GR Agreement for Old Zoar Road Reconstruction  
("Agreement") between the Town of Monroe ("Town") and State of Connecticut-Department of  
Transportation ("State")

Dear First Selectman Kellogg:

At your direction, I have reviewed the Grant between the Town and State governing the provision of the DOT 2022 STEAP Grant which provides \$500,000 to the Town to be used in conjunction with the Old Zoar Road Reconstruction project and pursuant to Chapter V, Section 14 of the Town of Monroe Charter I hereby approve same in form and content.

With respect to the necessity of Town Council authorization, as you are aware, by way of Resolution #23-004, the Town Council authorized you to accept the 2022 STEAP Grant and to further "enter into and ed execute any and all agreements, contracts and documents with the State as may be necessary to obtain said 2022 STEAP Grant." This resolution was approved by Town Council despite not having the Agreement before it at the time of approval.

Notwithstanding the foregoing, you representing to Town Council that upon your receipt of the Agreement, you would present same to them. While Resolution #23-004 provided you with the authority to execute the Agreement, in the spirit of your promise, it is my recommendation that you present the Agreement to Town Council for their review and ratification of your prior authority by way of resolution on the consent calendar.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,

Francis Lieto



**DEPARTMENT OF TRANSPORTATION  
2800 BERLIN TURNPIKE  
NEWINGTON, CT 06111**

**CORE Contract ID No.**

**DOT Project No. 0084-0115**

**GENERAL GRANT CONDITIONS**

**SECTION 1: Use of Grant Funds.**

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

**SECTION 2: Fiscal Control.**

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

**SECTION 3: Retention of Records and Records Accessibility.**

3.1 All services performed by Grantee shall be subject to the inspection and approval of DOT at all times, and Grantee shall furnish all information concerning the services. DOT or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. DOT or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours' notice of such intended examination. At DOT's request, the Grantee or subcontractors or subgrantees shall provide DOT with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to DOT's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by DOT or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by DOT or its representative. The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

**SECTION 4: Insurance.**

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

**SECTION 5: Conflict of Interest.**

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

## **SECTION 6: Reports.**

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

## **SECTION 7: Funding Limitation.**

Funding of this project in no way obligates DOT to fund the project in excess of this grant, beyond the period of this grant, or in future years.

## **SECTION 8: Revised Budget.**

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

## **SECTION 9: Audits.**

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to DOT two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to Office of Policy and Management (OPM). Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

## **SECTION 10: Unexpended Funds and/or Disallowed Costs.**

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to DOT no later than sixty (60) days following closeout of the grant.

## **SECTION 11: Nondiscrimination and Affirmative Action.**

11.1 The Grantee agrees to comply with each provision of Connecticut General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f, and 46a-86 related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.

11.2 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.3 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.4 In accordance with Connecticut General Statutes § 4a-60(a)(2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

11.5 In accordance with Connecticut General Statutes § 4a-60a(a)(1) the Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on

the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.6 In accordance with Connecticut General Statutes §§ 4a-60(a)(3) and 4a-60a(a)(2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.7 In accordance with Connecticut General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 In accordance with Connecticut General Statutes § 4a-60(b) if the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to Connecticut General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with Connecticut General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with § 4a-60(e).

11.9 In accordance with §§ 4a-60(h) and 4a-60a(c) the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.10 For the purposes of this entire Nondiscrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, (2) a quasi-public agency, as defined in C.G.S. § 1-120, (3) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, state or government described in subdivision (1), (2), (3), (4) or (5) of this subsection.

## **SECTION 12: Executive Orders.**

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

## **SECTION 13: Americans with Disabilities Act.**

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

**SECTION 14: Independent Contractor.**

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

**SECTION 15: Federal Compliance and Assurances.**

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

**SECTION 16: Non-Supplanting.**

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. DOT may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

**SECTION 17: Additional Federal Conditions.**

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

**SECTION 18: Indemnification.**

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, DOT, their respective officers, employees and agents for any breach of this agreement.

**SECTION 19: Large State Contracts.**

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update as prescribed by Connecticut General Statutes § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

**SECTION 20: State Contracting Standards Board.**

Pursuant to Connecticut General Statute §4e-7 the Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for DOT's consideration and final DOT determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

**SECTION 21: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.**

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with grant funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with § 4a-60g(a)(15).

**SECTION 22: Campaign Contribution and Solicitation Prohibitions.**

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes 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. See Attachment A.

**SECTION 23: Nondiscrimination Certification.**

Pursuant to Connecticut General Statutes §§ 4a-60 and 4a-60a every Grantee is required to provide the State with a nondiscrimination certificate for all State contracts regardless of type, term, cost or value. Notwithstanding the foregoing, the types of Grantees listed in section 11.10 are not required to file a nondiscrimination certificate. The appropriate form must be submitted to the awarding agency (as defined by C.G.S. §4a-60g) prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

**SECTION 24: Additional Restrictions on Use of Federal Funds.**

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

**SECTION 25: Iran Certification.**

Effective October 1, 2013, OPM Iran Certification Form 7 must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. OPM Iran Certification Form 7 must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

**SECTION 26: Forum and Choice of Law.**

The parties deem the Grant 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 Grant 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 Grantee 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 27: Special Grant Conditions.**

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

## ATTACHMENT A

### NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

#### **Campaign Contribution and Solicitation Limitations**

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

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

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

#### **Duty to Inform**

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

#### **Penalties for Violations**

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

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

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

#### **Contract Consequences**

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

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

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

## Definitions:

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

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

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

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

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

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

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

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

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

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

# Special Grant Conditions

## Small Town Economic Assistance Program (STEAP)

1. The Grantee is responsible for the administration of the STEAP project.
2. The STEAP project will be administered in accordance with the requirements of the “*STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION SMALL TOWN ECONOMIC ASSISTANCE PROGRAM (STEAP) ADMINISTRATIVE GUIDELINES*” dated December 2022 (as may be revised), as applicable, a copy of which is attached hereto as **Exhibit A**. Said requirements include, but are not limited to:
  - a. Grant funds are to be used by the Grantee only for approved eligible activities relative to the STEAP award.
  - b. The Grantee will be required to complete and submit the certification form entitled “*2022 Small Town Economic Assistance Program (STEAP) GENERAL MUNICIPAL CERTIFICATION*”. This certification form must be completed and submitted before authorization will be issued by the DOT to proceed with project activities funded with the STEAP grant award. The copy of the certification form is included in Exhibit A.
  - c. The Grantee must submit to DOT Quarterly Progress Reports for the project. Quarterly reporting periods are as follows:
    - January 1 through March 31
    - April 1 through June 30
    - July 1 through September 30
    - October 1 through December 31A sample Quarterly Progress Report and template are included in Exhibit A.
  - d. No STEAP funds will be advanced to the Grantee. Payment of the STEAP funds to the Grantee by DOT will be on a reimbursement basis (not a grant basis) for allowable project-related expenditures.
  - e. The Grantee must meet the required municipal match to the STEAP grant award as approved/specified by OPM. The Grantee acknowledges and agrees to provide proof of meeting the required municipal match.
  - f. The Grantee shall submit reimbursement requests to DOT on a quarterly basis. Quarterly periods are defined in 2c. above. Reimbursement requests shall be submitted electronically on the proper form with all required supporting documentation to facilitate the reimbursement. Reimbursements will not be made to the Grantee by DOT for any non-eligible expenditures or expenditures incurred prior to execution of the Municipal/State STEAP Agreement/ submission of the required General Municipal Certification/issuance of authorization to proceed by DOT.
  - g. The Grantee must notify DOT in writing of the completion of the project and provide a final project Progress Report and final total expenditure information.
  - h. No funds shall be expended by the Grantee after the end date of the grant. Any funds expended after the end date of the grant shall be considered ineligible and must be returned to the State.
  - i. Any requests by the Grantee to extend the end date of the period of award shown on the Notice of Grant Award must be requested in writing by the Grantee before the end date specified on the Notice of Grant Award. Such requests, if approved by the DOT, will be approved in writing and will not require execution of an Amended Notice of Grant Award.

**EXHIBIT A**

*STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION SMALL TOWN ECONOMIC ASSISTANCE PROGRAM  
(STEAP) ADMINISTRATIVE GUIDELINES*

**STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION**  
**SMALL TOWN ECONOMIC ASSISTANCE PROGRAM (STEAP)**  
**ADMINISTRATIVE GUIDELINES (with attachments)**  
**January 2023**

These guidelines outline the administrative requirements associated with 2022 round of STEAP grants awarded by OPM and administered by the Connecticut Department of Transportation (DOT).

**IMPORTANT:** The DOT will authorize the Municipality to proceed with project activities funded by the STEAP grant only when all administrative requirements of the STEAP grant have been met by the Municipality, and the State/Municipal STEAP Grant Agreement has been executed. **STEAP participation for the project will be jeopardized should the Municipality proceed without proper authorization.**

**GENERAL STEAP GRANT ADMINISTRATIVE PROCESS OUTLINE**

There are several important steps in the STEAP grant administrative process.

- DOT will provide the Municipality with the following:
  - STEAP Administrative Guidelines
  - Assigned State Project Number
  - Assigned DOT project contact person
- Municipality must provide a final Statement of Work (SOW) to DOT. A draft SOW was included in the Municipal STEAP application to OPM. The State/Municipal Agreement will not be prepared until a final SOW has been received.
- State/Municipal STEAP Grant Agreement prepared/executed:
  - DOT prepares and sends State/Municipal STEAP Agreement (Notice of Grant Award – NOGA) to the Municipality for signature (with General Grant Conditions, Special Conditions, and General Municipal Certification form to be completed by the Municipality when STEAP-funded project activities are ready to advance)
  - Municipal Chief Executive Officer (CEO) signs and returns State/Municipal STEAP agreement to DOT
  - DOT executes State/Municipal STEAP Agreement and returns an executed copy to the Municipality noting the required project completion date
- When STEAP-funded project activities are ready to advance, the Municipality must complete and submit to DOT the required General Municipal Certification form included in the State/Municipal STEAP Agreement, also attached to these guidelines
- DOT issues to the Municipality the formal Authorization to Proceed with STEAP-funded project activities
- The Municipality proceeds with STEAP-funded project activities
- The Municipality prepares/submits quarterly progress reports and reimbursement invoicing to DOT
- DOT processes Municipal reimbursement request(s)
- Upon completion of STEAP-funded project activities, the Municipality must notify DOT in writing of project completion via final progress report signed by the Municipal CEO
- DOT initiates the STEAP grant closeout process

## **DOT PROJECT CONTACTS**

Each STEAP grant project will be assigned a primary DOT contact person for regular day-to-day communications, questions, etc., relative to the STEAP grant. The Municipality will be provided with the contact information in the email correspondence from the DOT transmitting these guidelines. Additional DOT contact information may be found at the end of these guidelines.

## **ASSIGNED STATE PROJECT NUMBER**

Each STEAP grant project will be assigned a unique State project number. The Municipality will be provided with the State project number in the email correspondence from the DOT transmitting these guidelines. The State/Municipal STEAP Agreement will also reference this project number. The Municipality should use the assigned project number on all project-related correspondence, emails, contract packages, quarterly reports, reimbursement invoicing, etc.

## **COSTS ELIGIBLE FOR STEAP REIMBURSEMENT**

Only the activities identified in the STEAP grant application submitted by the Municipality and approved by the Office of Policy and Management (OPM) are eligible for cost participation from the STEAP grant.

Reimbursement will not be made to the Municipality by DOT for any non-eligible expenditures. The Municipality must incur all STEAP-funded project expenditures between the start and end dates of the State/Municipal STEAP Agreement.

## **COSTS –NOT-- ELIGIBLE FOR STEAP REIMBURSEMENT**

### **Per OPM guidelines:**

- *Programmatic expenditures or recurring budget expenditures are not eligible for STEAP or any other State bond program. OPM reserves the right to not fund or reimburse certain projects, or certain project components with State bond funds due to public policy reasons.*
- *The following expenditures are not eligible for reimbursement: ceremonial or entertainment expenses; publicity; bonus payments; reserves; charges in excess of the lowest responsible bid where competitive bidding is required unless prior approval is obtained; deficits or overdrafts; interest charged; any judgment for damages arising from the project; fines and penalties; meals, municipal salaries or employee expenses.*
- *Project components that are not allowable for STEAP funded reimbursement: Furniture, fixtures and equipment (FF&E). FF&E includes movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities. FF&E include but are not limited to desks, chairs, computers, electronic equipment, appliances, tables, bookcases, and partitions.*
- *Goods and/or services purchased and/or provided before the contract start date, or after the contract end date will not be funded.*
- *STEAP funds cannot be used to represent the required municipal “match” or “share” portion for another State or Federal grant.*

## **CHANGES IN PROJECT SCOPE**

### **Per OPM guidelines:**

*Only those scope changes germane to the original scope of work may be considered. There will be no wholesale repurposing of a STEAP grant award. For example:*

- *A STEAP grant is awarded for a sidewalk project. The original scope was to install 1,000 feet of sidewalk. A scope change which would increase the sidewalk footage to 1,200 feet would be germane, therefore would be allowable and could be approved. A scope change to use the funding for a veterans memorial instead of the sidewalk would not be germane, and therefore cannot be allowed or approved.*

## **MUNICIPAL MATCH REQUIREMENTS**

The Municipality must meet the required municipal match to the STEAP grant award, as approved/specified by OPM for each individual grant award.

Proof of meeting the required municipal match must be submitted with reimbursement requests (see “PROJECT PROGRESS REPORTS AND INVOICING FOR REIMBURSEMENT” section).

An amount no less than the Municipality’s promised match will be held from being reimbursed until the Municipality provides the required proof that one hundred percent (100%) of its match has been expended on allowable match expenditures.

Questions on application of the required match for your individual STEAP project can be directed to the assigned DOT project contact.

### **Per OPM Guidelines:**

- *Match funds must be municipal funds, not funds from other State or Federal grants*
- *Municipal salaries and/or expenses cannot be counted toward the municipal match*
- *Funds spent on studies, planning, design, engineering are acceptable matches*
- *Municipality must spend one hundred percent (100%) of its match prior to final reimbursement*
- *Match expenditures can be those allowable project-related expenditures which were incurred before or during the grant contract period*

## **PROJECT DESIGN**

The Municipality is responsible for all project design activities. This includes, but is not limited to:

- Preparation of complete plans, specifications, estimates, and contract documents.  
**Note:** Construction contracts will be required to include certain contract language/provisions (see “PROJECT CONSTRUCTION” section).
- DOT maintains a structure inventory and performs routine bridge inspections on both State and Municipally-owned structures, a load rating report and scour analysis report are required to be prepared for applicable projects and submitted to the Department.
  - Providing a Load Rating Report for structures, as applicable, please refer to the link below: <https://portal.ct.gov/DOT/State-Bridge-Design/Load-Rating/Load-Rating>
  - Providing a Scour Analysis Report for structures, as applicable, see the DOT Drainage Manual for the Bridge Scour Analysis Report format: <https://portal.ct.gov/-/media/DOT/documents/ddrainage/9Cpdf.pdf>

- Conducting public involvement to the level deemed appropriate by the Municipality to inform the public of the proposed project and to consider any concerns of the public relative to the project.
- Applying for and obtaining all required environmental permits and approvals.
- Coordination with the State Historic Preservation Office (SHPO). Please see link below:  
[https://portal.ct.gov/DECD/Content/Historic-Preservation/01\\_Programs\\_Services/Environmental-Review/Environmental-Review-Procedures](https://portal.ct.gov/DECD/Content/Historic-Preservation/01_Programs_Services/Environmental-Review/Environmental-Review-Procedures)
- Coordination with all affected utility companies. Please see link below:  
<https://portal.ct.gov/-/media/DOT/documents/dutilities/UTILITY-BY-TOWN.pdf>  
and <https://portal.ct.gov/-/media/DOT/documents/dutilities/Utility-Mailing-List.pdf>
- Acquiring any necessary property rights for work to be performed.
- Ensuring the project complies with the Americans with Disabilities Act of 1990.

### **PROJECT ENGINEERING/PROFESSIONAL SERVICES CONTRACTS**

Per OPM guidelines, STEAP funds cannot be used for project design, studies, planning and/or engineering. These contracts may generally be advertised/awarded in accordance with established municipal procurement procedures, provided that the process is fair, open, and competitive. Certain State policies and executive orders regarding architect/engineer/consultant fees may apply. Local contractor preferences are not allowed. The DOT will not be reviewing engineering/professional services contracts.

### **PROJECT REVIEWS BY DOT**

In general, DOT will not be performing reviews of project designs or contract packages. **However**, projects that involve construction work within State-owned right-of-way, or that otherwise affect State-owned facilities, may require an Encroachment Permit from the appropriate [District Office](#). The Municipality will be responsible for coordinating directly with the DOT District Office. A listing of DOT District Office contacts is shown below. Early coordination with the appropriate DOT District is strongly recommended to avoid project delays.

Mr. Daniel A. DiReinzo  
Special Services Section Manager (District 1)  
(860) 258-4502  
[Daniel.DiReinzo@ct.gov](mailto:Daniel.DiReinzo@ct.gov)  
cc: [Timothy.Isyk@ct.gov](mailto:Timothy.Isyk@ct.gov)

Mr. Carlos Wimberly  
Special Services Section Manager (District 2)  
(860) 823-3211  
[Carlos.Wimberly@ct.gov](mailto:Carlos.Wimberly@ct.gov)

Mr. Allan Dodge  
Special Services Section Manager (District 3)  
(203) 389-3010  
[Allan.Dodge@ct.gov](mailto:Allan.Dodge@ct.gov)  
cc: [Tracy.May@ct.gov](mailto:Tracy.May@ct.gov)

Mr. Aron J. Steeves  
Special Services Section Manager (District 4)  
(203) 591-3610  
[Aron.Steeves@ct.gov](mailto:Aron.Steeves@ct.gov)  
cc: [ronald.ferris@ct.gov](mailto:ronald.ferris@ct.gov)

## **SBE/DBE GOALS, CHRO REQUIREMENTS**

DOT does not assign Disadvantaged Business Enterprise (DBE) set-asides/goals to STEAP grant projects. Pursuant to Conn. Gen. Stat. § 4a-60 et seq., these projects (when using \$50,000 or more of State funds) are instead subject to State set-aside and contract compliance requirements, which are administered by the Connecticut Commission on Human Rights and Opportunities (CHRO). Conn. Gen. Stat. § 4a-60g sets for the contractor a minimum goal of setting aside twenty-five percent (25%) of the State's financial assistance to Connecticut-based Small Business Enterprises (SBE), and six and a quarter percent (6.25%) of the State's financial assistance to Connecticut-based Minority Business Enterprises (MBE). **The Municipality must comply with the applicable CHRO requirements for this contract. These requirements include, *but are not limited to*, adding specific CHRO language in the bid documents and in the contract documents.** Information can be found on the CHRO web page at <https://portal.ct.gov/CHRO/Contract-Compliance/Contract-Compliance/Contract-Compliance-Forms-and-Reports>. Questions regarding these requirements are to be directed to Alvin Bingham, supervisor of the CHRO's Contract Compliance Unit, at (860) 541-4709, or via email to [alvin.bingham@ct.gov](mailto:alvin.bingham@ct.gov) (see "PROJECT CONSTRUCTION" section).

## **SUBMISSION OF REQUIRED "GENERAL MUNICIPAL CERTIFICATION"**

The Municipality will be required to sign and submit the certification form entitled "*2022 Small Town Economic Assistance Program (STEAP) GENERAL MUNICIPAL CERTIFICATION*" (as may be revised), which is a requirement of the State/Municipal STEAP Grant Agreement. A copy of the certification form is attached to these guidelines. A copy of the certification form is also attached to the State/Municipal STEAP Grant Agreement. This certification form must be completed and submitted before DOT will issue a formal Authorization to Proceed with STEAP-funded project activities.

## **PROJECT CONSTRUCTION**

The Municipality is responsible for the construction phase of the project. Construction by Force Account (i.e., use of municipal crews/employees) is not reimbursable under OPM guidelines.

Construction of the project can be accomplished in one of the following ways:

A. Contract Advertised/Awarded per established Municipal procedures:

The Municipality may advertise the project for construction bids, award, and administer in accordance with established municipal procurement procedures, provided that the process ensures an opportunity for free, open, competitive bid proposals.

Local bidder preferences are not allowed.

Project contracts are required to include the following provisions (as may be applicable):

- **State prevailing wage rates.** The most current wages rates at the time of project advertisement are to be included. Wage rates are available at the link below: <http://www.ctdol.state.ct.us/wgwkstnd/forms/prevwgf.htm> .
- **CHRO requirements.** Pursuant to Conn. Gen. Stat. § 4a-60 et seq., the contract (if using \$50,000 or more of State funds) is subject to State set-aside and contract compliance

requirements, which are administered by the Connecticut Commission on Human Rights and Opportunities (CHRO). Conn. Gen. Stat. § 4a-60g sets, for the contractor, a minimum goal of twenty-five percent (25%) of the State’s financial assistance to Connecticut-based Small Business Enterprises (SBE) and six and a quarter percent (6.25%) of the State’s financial assistance to Connecticut-based Minority Business Enterprises (MBE). The Municipality must comply with the applicable CHRO requirements for this contract. Project advertisements and contract packages must contain specific CHRO language, available at <https://portal.ct.gov/CHRO/Contract-Compliance/Contract-Compliance/Contract-Compliance-Forms-and-Reports>. Questions regarding these requirements are to be directed to Alvin Bingham, supervisor of the CHRO’s Contract Compliance Unit, at (860) 541-4709 or via email [alvin.bingham@ct.gov](mailto:alvin.bingham@ct.gov).

- **Standard provisions for State-funded construction contracts.** The current version (dated July 2022) of the required State-funded contract provisions [*Construction Contracts - Required Contract Provisions (State Funded Only Contracts)*] is attached to this administrative guide. These requirements are updated periodically. Prior to advertising the contract, the Municipality should verify that the most current version of these requirements is included in the contract by confirming with the assigned DOT STEAP project contact or by visiting the “Other Documents” section of the DOT’s Local Roads web page at: <https://portal.ct.gov/DOT/Office-of-Engineering/Highway-Design-Local-Roads-LOTICIP>
- **Certification of Compliance with Connecticut General Statute Section 31-57b.** The selected project contractor will be required to complete the Contractor’s Certification of Compliance with Connecticut General Statute Section 31-57b. A copy of this form is included in the State/Municipal STEAP Agreement and attached to these guidelines. The Municipality must retain the completed form in the project files.

B. State Vendor-in-Place:

The Municipality may use State Vendor-in-Place contractors to undertake the construction project, as appropriate. The contract unit price for each construction item will be used.

The VIP paving contract ([19PSX0261](#)) is available for piggybacking by other State agencies and non-profits. The other organizations would utilize the contract as posted, substituting “Client Agency” with their city or town. There is no State of Connecticut Department of Administrative Services (DAS) approval required; they can simply follow the instructions posted with the contract on how to select a contractor.

The Municipality may contact DAS with related questions:

Mr. Daniel Dion  
Contract Specialist  
DAS  
[daniel.dion@ct.gov](mailto:daniel.dion@ct.gov)

**PROJECT SCHEDULE/PROJECT COMPLETION DATE**

**As mandated by OPM, and as will be specified under the State/Municipal STEAP Agreement, a time frame of 1,460 calendar days (4 years) for completion of the project will be required.** It is imperative that the project schedule be adhered to, and the Municipality shall provide written notification to DOT of any issues that may affect the schedule.

**Time Extension of Project Completion Date:**

If the specified completion date will not be met, the Municipality must request in writing a time extension from DOT, citing the reason and the revised anticipated completion date. **As mandated by OPM, only a single one-time extension can be issued, not to exceed an additional 365 calendar days (1 year), for a total maximum time of completion period of 1,825 calendar days (5 years) for the project.**

Conditions of project time extensions:

- If a project is to be granted a time extension, such extension must be requested by the Municipal CEO and approved by DOT prior to the original completion date specified in the State/Municipal STEAP Agreement.
- Time extension requests shall be signed by the Municipal official responsible for signing the State/Municipal STEAP agreement.
- There shall be no break in contract dates to ensure all allowable incurred expenses can be reimbursed.
- An expired contract will not be extended.
- Time extensions will be approved by DOT in writing to the Municipality. No formal supplemental State/Municipal Agreement or amended notice of grant award will be required to be executed.

**STEAP PROGRAM FINANCES****Maximum STEAP Participation:**

The amount of the STEAP grant as awarded to the Municipality by OPM, will be considered the maximum financial contribution to the project by the State. Municipal match requirements for the project, as determined by OPM, must also be met (see “MUNICIPAL MATCH REQUIREMENTS” section). Project costs that exceed the amount of the approved STEAP grant award are considered non-participating and shall be funded by the Municipality.

**Disbursement of STEAP funds:**

**No STEAP funds will be advanced to the Municipality.** Payment of the STEAP funds to the Municipality by DOT will be on a **reimbursement basis (not a grant basis)** for allowable project-related expenditures. Only allowable expenses incurred between the start and end dates, as established on the fully executed State/Municipal STEAP Agreement, can be reimbursed.

An amount no less than the Municipality’s promised match will be held from being reimbursed until the Municipality provides the required proof that one hundred percent (100%) of its match has been expended on allowable match expenditures.

**PROJECT PROGRESS REPORTS AND INVOICING FOR REIMBURSEMENT**

Progress reports to the DOT shall be submitted quarterly (not monthly) to the assigned DOT project contact (see attachments for a sample report and blank template).

Reimbursement requests may only be submitted along with a quarterly progress report or as a single reimbursement request at project completion.

Reimbursement requests shall be submitted electronically on the proper Invoicing Summary and Processing (ISP) form with all required supporting documentation (i.e., contractor invoices and proof of payment) to facilitate the reimbursement. Proof of expenditure of required municipal match (as applicable) must also be included.

General information on invoicing and the required forms can be found on the DOT's web page here: [Invoice Summary and Processing Forms \(ISP\)](#) and within the attached sample ISP with sample proof of expenditures. The Municipality should coordinate with the assigned DOT project contact for any questions relative to invoicing. ISPs and associated documentation are to be submitted to [DOT.FMS.VINVOICES@ct.gov](mailto:DOT.FMS.VINVOICES@ct.gov), as indicated in the header of the ISP.

Each quarterly progress report must document the following:

- Financial information showing the total grant award and required Municipal match amounts
- A brief narrative describing the work accomplished during the reporting period
- Anticipated activities/milestones for the next reporting period
- Total of reimbursement requests for the quarterly reporting period and to date
- Estimated remaining grant balance
- Total of required municipal match expended and remaining (if applicable)
- A description of any issues that may cause schedule delays or that may affect project completion
- The anticipated completion date for the project
- Name and title of person preparing the report and date prepared

A sample progress report and blank template are attached to these guidelines.

**Note:** For any quarter where STEAP expenditures are not incurred and/or invoiced, a progress report must still be submitted to document project progress. These progress reports are to be submitted directly to the assigned DOT project contact via email. Quarterly reporting periods are January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.

### **NOTIFICATION OF PROJECT COMPLETION/PROJECT CLOSEOUT**

The Municipality must notify DOT in writing of the completion of the project via a final project Progress Report. The notification of project completion must be signed by the Municipal official responsible for signing the State/Municipal STEAP Agreement. The Municipality must also submit the final total expenditures for the project. The notification and expenditure information are to be sent to the assigned DOT project contact. Transmission via email is acceptable (and preferred). DOT will then initiate a final audit and the grant closeout process.

### **REPURPOSING OF UNEXPENDED STEAP GRANT BALANCES**

As mandated by OPM, there will be no further repurposing of award funds from the original contract award. Unspent balances associated with completed projects or expired contracts must be returned to the administering agency. This will occur as part of the project/grant closeout process.

## **QUESTIONS?**

Questions regarding these Administrative Guidelines shall be directed to the assigned DOT project contact, or to:

Mr. Robert Buchan  
Transportation Project Engineer  
Connecticut Department of Transportation  
P.O. Box 317546  
Newington, CT 06131-7546  
[Robert.Buchan@ct.gov](mailto:Robert.Buchan@ct.gov)

Mr. Vitalij Staroverov, P.E.  
Transportation Supervising Engineer  
Connecticut Department of Transportation  
P.O. Box 317546  
Newington, CT 06131-7546  
[Vitalij.Staroverov@ct.gov](mailto:Vitalij.Staroverov@ct.gov)

Mr. Michael S. Cherpak, P.E.  
Transportation Principal Engineer  
Connecticut Department of Transportation  
P.O. Box 317546  
Newington, CT 06131-7546  
[Michael.Cherpak@ct.gov](mailto:Michael.Cherpak@ct.gov)

**Note:** DOT staff are intermittently teleworking. **Communication via email is the most efficient method and is preferred.**

**Further information regarding the STEAP program can be found on the OPM web page here:**  
[OPM STEAP](#)

**STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION**  
**SMALL TOWN ECONOMIC ASSISTANCE PROGRAM (STEAP)**  
**ADMINISTRATIVE GUIDELINES**

**ATTACHMENTS**

- A. State-Required Construction Contract Provisions**
- B. General Municipal Certification**
- C. Contractor's Certification of Compliance with Connecticut General Statute Section 31-57b**
- D. Quarterly Progress Report Sample and Template**
- E. Sample Invoicing Summary and Processing Form (ISP) and Documentation for Reimbursement**

## **STATE-REQUIRED CONSTRUCTION CONTRACT PROVISIONS**

*(“Construction Contracts - Required Contract Provisions  
(State Funded Only Contracts)” July 2022)*

**Standard provisions for State-funded construction contracts.** The current version (dated July 2022) of the required State-funded contract provisions (*“Construction Contracts - Required Contract Provisions (State Funded Only Contracts)”*) is attached on the following pages. These requirements are updated periodically. Prior to advertising the contract, the Municipality should verify that the most current version of these requirements is included in the contract by confirming with the assigned DOT STEAP project contact or visiting the “Other Documents” section of the Department of Transportation Local Roads web page at:

<https://portal.ct.gov/DOT/Office-of-Engineering/Highway-Design-Local-Roads-LOTICIP>

**Construction Contracts - Required Contract Provisions  
(State Funded Only Contracts)**

**Index**

1. Specific Equal Employment Opportunity Responsibilities
2. Contract Wage Rates
3. Americans with Disabilities Act of 1990, as Amended
4. Connecticut Statutory Labor Requirements
  - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
  - b. Debarment List - Limitation on Awarding Contracts
  - c. Construction Safety and Health Course
  - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
  - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
6. Executive Orders (State of CT)
7. Non Discrimination Requirement and Certification (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
8. Whistleblower Provision
9. Connecticut Freedom of Information Act
  - a. Disclosure of Records
  - b. Confidential Information
10. Service of Process
11. Substitution of Securities for Retainages on State Contracts and Subcontracts
12. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
13. Forum and Choice of Law
14. Summary of State Ethics Laws
15. Audit and Inspection of Plants, Places of Business and Records
16. Campaign Contribution Restriction
17. Tangible Personal Property

18. Bid Rigging and/or Fraud – Notice to Contractor
19. Consulting Agreements Representation
20. Sovereign Immunity
21. Large State Contract Representation for Contractor
22. Large State Contract Representation for Official or Employee of State Agency
23. Iran Investment Energy Certification
24. Access to Contract and State Data
25. Affirmative Action Policy Statement

**Index of Exhibits**

- EXHIBIT A – Specific Equal Employment Opportunity Responsibilities (page 14)  
EXHIBIT B – Affirmative Action Policy Statement (page 22)  
EXHIBIT C – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 26)  
EXHIBIT D - State Wage Rates and Other Related Information (page 34)

## **1. Specific Equal Employment Opportunity Responsibilities**

The Contractor shall comply with the Specific Equal Employment Opportunity requirements, as applicable, attached at Exhibit A and hereby made part of this Contract.

## **2. Contract Wage Rates**

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit D hereof are hereby made part of this Contract.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 818), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

## **3. Americans with Disabilities Act of 1990, as Amended**

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

## **4. Connecticut Statutory Labor Requirements**

**(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates.** The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**(b) Debarment List. Limitation on Awarding Contracts.** The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

**(c) Construction Safety and Health Course.** The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

**(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited.** The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

**(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS.** Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

## **5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)**

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at [www.ct.gov/DRS](http://www.ct.gov/DRS) to download and print Connecticut tax forms; or Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

## 6. Executive Orders and Other Enactments

- (a) 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.
- (b) 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.
- (c) 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.

## 7. NonDiscrimination

- (a) For purposes of this Section, the following terms are defined as follows:
  - i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
  - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - iv. "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;
  - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - vi. "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;
  - vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

- viii. "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;
- ix. "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
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and 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.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and 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.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a 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.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by

regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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.

- (i) 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:

## 8. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

**Whistleblowing.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

## 9. Connecticut Freedom of Information Act

- (a) Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

**(b) Confidential Information.** The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

## **10. Service of Process**

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

## **11. Substitution of Securities for Retainages on State Contracts and Subcontracts**

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised.

## **12. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit B, and hereby made part of this Contract.

### **13. Forum and Choice of Law**

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

### **14. Summary of State Ethics Laws**

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.

### **15. Audit and Inspection of Plants, Places of Business and Records**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

- (d) The Contractor 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.
- (e) 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.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

## **16. Campaign Contribution Restriction**

For all State contracts, defined in section 9-612 of the Connecticut General Statutes 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 Contract represents that they have received 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.

## **17. Tangible Personal Property**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
  - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, 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.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The



## **20. Sovereign Immunity**

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

## **21. Large State Contract Representation for Contractor**

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 Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

## **22. Large State Contract Representation for Official or Employee of State Agency**

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.

## **23. Iran Investment Energy Certification**

(a) 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.

(b) 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.

#### **24. Access to Contract and State Data**

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

#### **25. Affirmative Action Policy Statement**

The Contractor shall comply with the Affirmative Action Policy Statement, as applicable, attached at Exhibit B and hereby made part of this Contract.

### **EXHIBIT A**

#### **CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES July 2022**

##### **1. General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968, 49 CFR Part 21, 4a-60a and 46a-68c to 46a-68f of the Connecticut General Statutes. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

- Contractors and Subcontractors
- Consultants and Subconsultants
- Suppliers of Materials and Vendors (where applicable)
- Municipalities (where applicable)
- Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (CTDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 60, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

e) CTDOT shall require each contractor with contracts of \$10,000 or more or who have fifty or more employees and are awarded a public works contract, to comply with all existing procedures of CTDOT's Contract Compliance Program.

**2. Equal Employment Opportunity Policy:**

a) Companies with contracts, agreements or purchase orders valued at \$10,000 or more or who have fifty or more employees are required to comply with the Affirmative Action contract requirements. By signing a contract with CTDOT the contractor's commits to complying with federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age, national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through a positive and continuous efforts.

**3. Project Workforce Utilization Goals:**

These goals are applicable to all construction projects performed in the covered area work (whether the project is federal or state funded). If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

a. Appendix A establishes the goals for minority and female utilization in all crafts statewide on all State Funded construction projects.

b. Appendix B establishes the goals for minority and female utilization in all crafts statewide on Federally assisted or funded construction projects.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female participation are expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**State Utilization Goals**  
**See Appendix A**

**Federal Utilization Goals**  
**See Appendix B**

#### 4. **Executive Order 11246**

The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Pan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the workforce utilization goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to CTDOT when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs that which expressly target minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations.
- g) Review at least annually, the company EEO Policy and affirmative action obligations with all employees having any responsibility for hiring, assignments, layoffs, terminations, or other employment decisions, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

- i) Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the project worksite and in other areas of the Contractor's workforce.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for opportunities through appropriate training opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n) Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p) Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations:

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative

action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps so as to achieve maximum results from its efforts to ensure equal employment opportunity.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work-force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

**5. Subcontracting:**

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among

their employees. Companies shall obtain lists of minority-owned construction firms from the Office of Equity.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**6. Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project.
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
5. Records of internal and external communication and outreach to document its affirmative efforts.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation.

**c. For Federal Highway Administration funded projects only:**

The Company will submit an annual report to CTDOT each July or as otherwise directed, for the duration of the project, indicating the number of minorities, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by “Training Special Provision”, the Company will be required to furnish Form FHWA 1409 and 1415 as required by CTDOT.

**STATE FUNDED PROJECTS (only)**  
**APPENDIX A**  
**(Labor Market Goals)**

**LABOR MARKET AREA GOAL**  
**Female**

**Minority**

<b>Bridgeport</b>	<b>22.7%</b>
<b>1.4%</b>	

Ansonia	Beacon Falls	Bridgeport	Derby
Easton	Fairfield	Milford	Monroe
Oxford	Seymour	Shelton	Stratford

Trumbull

<b>Danbury</b>	<b>10.7%</b>
<b>3.8%</b>	

Bethel	Bridgewater	Brookfield	Danbury
Kent	New Fairfield	New Milford	Newtown
Redding	Ridgefield	Roxbury	Sherman
Washington			

<b>Danielson</b>	<b>4.3%</b>
<b>1.8%</b>	

Brooklyn	Eastford	Hampton	Killingly
Pomfret	Putnam	Scotland	Sterling
Thompson	Voluntown	Union	Woodstock

<b>Hartford</b>	<b>13.7%</b>
<b>2.1%</b>	

Andover	Ashford	Avon	Barkhamsted
Belin	Bloomfield	Bolton	Bristol
Burlington	Canton	Chaplin	Colchester
Columbia	Coventry	Cromwell	Durham
East Granby	East Haddam	East Hampton	East Hartford
East Windsor	Ellington	Enfield	Farmington
Glastonbury	Granby	Haddam	Hartford
Harwinton	Hebron	Lebanon	Manchester
Mansfield	Marlborough	Middlefield	Middletown
Newington	Plainville	Plymouth	Portland
Rocky Hill	Simsbury	Somers	South Windsor
Southington	Stafford	Suffield	Tolland
Vernon	West Hartford	Wethersfield	Willington
Winchester	Windham	Windsor	Windsor Locks

<b>Lower River</b>	<b>4.3%</b>
<b>1.8%</b>	

Chester	Deep River	Essex	Old Lyme
Westbrook			

**LABOR MARKET AREA GOAL**

**Minority**

**Female**

<b>New Haven</b>	<b>17.9%</b>
<b>3.1%</b>	

Bethany	Branford	Cheshire	Clinton
East Haven	Guilford	Hamden	Killingworth
Madison	Meriden	New Haven	North Branford
North Haven	Orange	Wallingford	West Haven
Woodbridge			

<b>New London</b>	<b>7.4%</b>
-------------------	-------------

<b>3.1%</b>			
Bozrah	Canterbury	East Lyme	Franklin
Griswold	Groton	Ledyard	Lisbon
Montville	New London	North Stonington	Norwich
Old Lyme	Old Saybrook	Plainfield	Preston
Salem	Sprague	Stonington	Waterford
Hopkinton	RI – Westerly Rhode Island		
<b>Stamford</b>			<b>33.2%</b>
<b>2.1%</b>			
Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton
<b>Torrington</b>			<b>4.3%</b>
<b>1.8%</b>			
Canaan	Colebrook	Cornwall	Goshen
Hartland	Kent	Litchfield	Morris
Norfolk	North Canaan	Salisbury	Sharon
Torrington	Warren		
<b>Waterbury</b>			<b>12.4%</b>
<b>1.6%</b>			
Bethlehem	Middlebury	Naugatuck	Prospect
Southbury	Thomaston	Waterbury	Watertown
Wolcott	Woodbury		

## EXHIBIT B

### AFFIRMATIVE ACTION POLICY STATEMENT (July 2022)

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through positive and continuous affirmative efforts. Such action shall include employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training/apprenticeship, pre-apprenticeship opportunities, and on-the-job training opportunities.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations, executive orders, and contract provisions, including but not limited to those listed below:

#### Dissemination of Policy:

All members of the firm who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, this firm's Equal Employment Opportunity (EEO) policy and

contractual responsibilities to provide EEO in each grade and classification of employment. These actions shall include:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the firm's EEO policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO officer.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer of the contractor's procedures for locating and hiring minority group employees.
4. Notices and posters setting forth the firm's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The firm's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
6. Sexual Harassment Prevention Resources including training and remedies must be available to all employees. See Connecticut General Assembly Public Acts 19-16 and 19-93.

#### Recruitment:

When advertising for employees, the firm will include in all advertisements the notation; "An Affirmative Action/Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area where the workforce would normally be derived.

1. The firm will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants. To meet this requirement, the firm will identify referral sources and establish procedures for recruitment to obtain the referral of minority and female applicants.
2. In the event the firm has a valid bargaining agreement providing for exclusive hiring referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The United States Department of Labor has held that where implementation of such agreements has had the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
3. The firm will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

#### Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved. The following procedures shall be followed:

1. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
2. The firm will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take correction action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
3. The firm shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
4. The firm will promptly investigate all complaints of alleged discrimination made to the firm and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion:

The firm will assist in locating, qualifying, and increasing the skills of minorities and women. The firm will utilize the following tools to identify training and promotional opportunities in the firm:

1. The firm will advise employees and applicants for employment of available training programs and the entrance requirements.
2. The firm will periodically review the training and promotion of minority group and female employees and will encourage eligible employees to apply for such training and promotion.

Unions:

If the firm relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the firm either directly or through a contractor's association acting as agent will include the procedures set forth below:

1. The firm will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
2. The firm will use best efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved.
3. The firm is to obtain information as to the referral practices and policies of the labor union except that to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor, the contractor shall notify the Connecticut Department of Transportation (CTDOT) of the efforts made to obtain the information.
4. In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to

refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations under Executive Order 11246 as amended, and in compliance with 23 CFR Part 230, the firm will notify CTDOT.

Selection of Subcontractors:

The firm will not discriminate on the grounds race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, age, intellectual disability, learning disability, physical disability, including, but not limited to, blindness, or status as a veteran in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The firm shall use his/her best efforts to ensure subcontractor/subconsultant compliance with Federal and State Equal Opportunity (EO) and EEO requirements.

Records and Reports:

The Contractor shall keep records as necessary to document compliance with EO/EEO requirements. Such reports shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation. The following records should be maintained:

6. The number of minority and non-minority group members and women employed in each work classification;
7. The progress and efforts being made in cooperation with unions, when applicable to increase the employment opportunities for minorities and women;
8. The documentation showing progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
9. Complaints of Discrimination.

In implementing this policy and ensuring that affirmative action is being provided, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is “An Affirmative Action/Equal Opportunity Employer.”

In order to substantiate this firm’s efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain the necessary internal audit procedures and record keeping systems to report the firm’s affirmative action efforts.

It is understood by Owner/CEO/President of the firm and the firm’s Equal Employment Opportunity Officer and supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm’s affirmative action program and/or failure to adequately document and submit as required, the affirmative actions taken and efforts made to recruit and hire minority and female applicants in accordance with our affirmative action program in each instance of hire, will result in this firm being required to recommit itself to a modified and more stringent affirmative action program as a condition of approval. It is recognized that this policy is a contractual requirement and is a prerequisite for performing services for the contracting agency. This policy in addition to CTDOT’s EO/EEO contract provisions and requirements, shall constitute the CTDOT Affirmative Program requirements.

The ultimate responsibility for the full implementation of this firm's Affirmative Action Program rests with the Chief Executive Officer of this firm.

Rev. 4/24/2019

## EXHIBIT C

### **Health Insurance Portability and Accountability Act of 1996 ("HIPAA").**

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
  - (1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
  - (2) "Business Associate" shall mean the Contractor.
  - (3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.

- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))
  - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
  - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
  - (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
  - (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
  - (15) “Unsecured protected health information” shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of

electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
  - B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
    2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
  5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

- (A) Except as provided in (1)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Provisions.
- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
  - (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
  - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
  - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
  - (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
  - (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate

regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

## EXHIBIT D

### State Wages and Other Related Information

Please refer to the Department of Labor website for the latest updates, annual adjusted wage rate increases, certified payroll forms and applicable statutes.

<http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

### Prevailing Wage Law Poster Language

**THIS IS A PUBLIC WORKS PROJECT Covered by the  
PREVAILING WAGE LAW CT General Statutes Section 31-53**

**If you have QUESTIONS regarding your wages CALL (860) 263-6790**

**Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.**

### Informational Bulletin

**THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE** (applicable to public building contracts entered into on or after July 1, 2007, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a bona fide student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

November 29, 2006

## Notice

### **To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute. Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute. The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

#### **Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

**Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.**

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

**CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION**

**CONTRACTORS WAGE CERTIFICATION FORM  
Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number

\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to: Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Rate Schedule Issued (Date): \_\_\_\_\_

## **Information Bulletin**

### ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

*Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.*

**Below are additional clarifications of specific job duties performed for certain classifications:**

□ **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

□ **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

□ **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

□ **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

□ **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing:

student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

□ **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

□ **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

□ **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. \*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.

□ **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. \*License required by Connecticut General Statutes: R-1, 2, 5, 6.

□ **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

□ **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

□ **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

□ **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

□ **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

□ **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

□ **LEAD PAINT REMOVAL**

- Painter's Rate 1. Removal of lead paint from bridges. 2. Removal of lead paint as preparation of any surface to be repainted. 3. Where removal is on a Demolition project prior to reconstruction. • Laborer's Rate 1. Removal of lead paint from any surface NOT to be repainted. 2. Where removal is on a TOTAL Demolition project only.

□ **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. \*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.

□ **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **\*License required, crane operators only, per Connecticut General Statutes.**

□ **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

□ **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

□ **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems. **\*License required per Connecticut General Statutes: F-1, 2, 3, 4.**

□ **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

□ **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance

of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. **\*License required, drivers only, per Connecticut General Statutes.**

**For example:**

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

**Public Contract Compliance Unit  
Wage and Workplace Standards Division  
Connecticut Department of Labor  
200 Folly Brook Blvd, Wethersfield, CT 06109  
(860) 263-6543.**

**Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES**

□ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and (Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

**Laborers (Tunnel Construction)**

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he

fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Rev. 7/1/19

**SEE BELOW FOR STATE WAGE RATES**

**INSERT STATE WAGES HERE**

### **GENERAL MUNICIPAL CERTIFICATION**

The Municipality will be required to sign and submit the certification form entitled “*2022 Small Town Economic Assistance Program (STEAP) GENERAL MUNICIPAL CERTIFICATION*” (as may be revised), which is a requirement of the State/Municipal STEAP Grant Agreement. A copy of the certification form is also attached to the State/Municipal STEAP Grant Agreement. This certification form must be completed and submitted before DOT issues a formal Authorization to Proceed with STEAP-funded project activities.

**2022 Small Town Economic Assistance Program (STEAP)**

**GENERAL MUNICIPAL CERTIFICATION**

**State Project Number:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

I, \_\_\_\_\_, duly authorized

*Name of Municipal Official*

by the (Town, City, Borough) of \_\_\_\_\_ hereby certify and attest to the following **as applicable** to the project activities to be funded by the STEAP grant award:

1. That the method used for procuring any professional engineering/design/technical services is in accordance with established Municipal procurement procedures and applicable State policies/executive orders regarding architect/engineer/consultant fees.
2. That the project plans, specifications, and estimates for the project to be funded by the STEAP grant have been approved and accepted by the Municipality. Any exceptions or deviations from the applicable design standards have been authorized by the Municipality and are documented and retained in the project records.
3. That load rating and scour analysis reports have been prepared and submitted to the Department for projects involving designed bridge structures.
4. That the Municipality owns or has the responsibility for maintaining the facility for which STEAP funding has been awarded, and will be responsible for all future maintenance of the facility or is otherwise satisfied that proper future maintenance is provided for.
5. That all public and private utility relocations have been addressed.
6. That all required permits and approvals from Federal, State, and local agencies have been obtained, and all applicable permits, permit conditions, and regulations will be complied with.
7. That the public has been informed of the project, concerns of the public have been considered, and the project is in the best interest of the general public.
8. That the project complies with Connecticut Environmental Policy Act (CEPA).
9. Coordination with the State Historic Preservation Office (SHPO) has been conducted.

10. That the project is consistent with the Municipal plan of conservation and development plan (POCD).
11. That the Municipality has coordinated with the Department of Transportation's Office of Maintenance during the design phase for any work to be performed within the State right of way, and the design has been deemed acceptable for issuance of an encroachment permit.
12. Rights of Way: That any necessary property rights have been properly acquired for work to be performed.
13. That the project complies with Americans with Disabilities Act of 1990.
14. That the project plans and specifications are complete and signed and sealed by the Engineer/Architect of Record.
15. Construction Inspection will be provided to adequately ensure the project is constructed in accordance with the project plans and specifications.
16. That separate financial accounts have been established specifically for this project as to provide for proper accounting and documentation of project expenditures.

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

Title \_\_\_\_\_

*Municipal Seal*

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH**  
**CONNECTICUT GENERAL STATUTE SECTION 31-57B**

The selected project contractor must be required to complete the Contractor's Certification of Compliance with Connecticut General Statute Section 31-57b. A copy of this form is attached to these guidelines. The Municipality must retain the completed form in the project files.

**STATE OF CONNECTICUT**  
**Certificate of Compliance with**  
**Connecticut General Statute Section 31 - 57b**

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The \_\_\_\_\_ **HAS / HAS NOT**  
*Company Name* (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

\_\_\_\_\_  
*(Name of Firm, Organization or Corporation)*

**Signed:**

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

\_\_\_\_\_  
*Name Typed:*

\_\_\_\_\_  
*(Corporation Seal)*

**Title:**

\_\_\_\_\_  
*(Title of Above Person, typed)*

**Dated:**

*State of* \_\_\_\_\_ )

*County of* \_\_\_\_\_ )

*ss:*

*A.D., 20* \_\_\_\_\_ )

Sworn to and personally appeared before me for the above, \_\_\_\_\_,  
*(Name of Firm, Organization, Corporation)*

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

\_\_\_\_\_, and his/her free act and deed as  
*(Name of Person appearing in front of Notary or Clerk)*

\_\_\_\_\_  
*(Title of Person appearing in front of Notary or Clerk)*

My Commission Expires:

\_\_\_\_\_  
*(Notary Public)*

\_\_\_\_\_  
*(Seal)*

## **QUARTERLY PROGRESS REPORT SAMPLE AND TEMPLATE**

**Note:** For any quarter where STEAP expenditures are not incurred and/or invoiced, a progress report must still be submitted to document project progress.

Quarterly reporting periods are: January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.

**2022 Small Town Economic Assistance Program (STEAP)  
Quarterly Progress Report**

State Project Number.....: 0170-322  
Municipality.....: Woodbury  
Project Title.....: Smith Road Bridge Replacement  
Total STEAP Grant Award Amount...: \$128,205.00  
Total Municipal Match Required.....: \$ 25,000.00  
Quarterly Report Number.....: 2  
Quarterly Reporting Period.....: April 1 - June 30, 2021

**Description of Project Activities Accomplished This Quarterly Reporting Period:**

Contractor removed existing bridge superstructure, abutments, and foundations.  
Contractor began excavation for new bridge foundations.  
Utility Companies continued relocation of existing overhead utilities.

**Anticipated Activities/Milestones for Next Quarterly Reporting Period:**

Contractor to install new bridge foundations and abutments.  
Contractor to begin reconstruction of roadway approaches and drainage system.  
Relocation of overhead utilities to continue.

**STEAP Reimbursement Requests to CTDOT**

Total Requested Reimbursement for <u>This</u> Quarterly Reporting Period.....:	\$ 42,620.50
Total Requested Reimbursement for <u>Previous</u> Quarterly Reporting Periods.....:	\$ 34,255.39
Total Requested Reimbursement Amount to Date.....:	\$ 76,875.89
Total STEAP Grant Award Amount.....:	\$128,205.00
Remaining STEAP Grant Balance.....:	\$ 51,329.11

**Required Municipal Match Expended (if applicable)**

Total Match Expended for <u>This</u> Quarterly Reporting Period.....:	\$ 6,740.60
Total Match Expended for <u>Previous</u> Quarterly Reporting Periods or Earlier.....:	\$10,150.15
Total Municipal Match Expended to Date.....:	\$16,890.75
Total Municipal Match Required.....:	\$25,000.00
Municipal Match Remaining to be Expended.....:	\$ 8,109.25

**Miscellaneous (project issues that may affect schedule, etc.):**

Delivery of pre-cast bridge deck units delayed by manufacturer.

**Anticipated Project Completion Date:** November 30, 2021

**Prepared By:** John Jones

**Title:** Town Engineer

**Date:** July 12, 2021

**2022 Small Town Economic Assistance Program (STEAP)  
Quarterly Progress Report**

**State Project Number.....:**  
**Municipality.....:**  
**Project Title.....:**  
**Total STEAP Grant Award Amount...:**  
**Total Municipal Match Required.....:**  
**Quarterly Report Number.....:**  
**Quarterly Reporting Period.....:**

**Description of Project Activities Accomplished This Quarterly Reporting Period:**

**Anticipated Activities/Milestones for Next Quarterly Reporting Period:**

**STEAP Reimbursement Requests to CTDOT**

Total Requested Reimbursement for This Quarterly Reporting Period.....:  
Total Requested Reimbursement for Previous Quarterly Reporting Periods.....: \_\_\_\_\_  
Total Requested Reimbursement Amount to Date.....:  
Total STEAP Grant Award Amount.....: \_\_\_\_\_  
Remaining STEAP Grant Balance.....:

**Required Municipal Match Expended (if applicable)**

Total Match Expended for This Quarterly Reporting Period.....:  
Total Match Expended for Previous Quarterly Reporting Periods or Earlier.....: \_\_\_\_\_  
Total Municipal Match Expended to Date.....:  
Total Municipal Match Required.....: \_\_\_\_\_  
Municipal Match Remaining to be Expended.....:

**Miscellaneous (project issues that may affect schedule, etc.):**

**Anticipated Project Completion Date:**

**Prepared By:**

**Title:**

**Date:**

## **SAMPLE INVOICING FORM (ISP) AND DOCUMENTATION FOR REIMBURSEMENT**

Reimbursement requests shall be submitted electronically on the proper Invoicing Summary and Processing (ISP) form with all required supporting documentation (i.e., contractor invoices and proof of payment) to facilitate the reimbursement. Proof of expenditure of required municipal match (as applicable) must also be included.

General information on invoicing and the required forms can be found on the DOT's web page here: [Invoice Summary and Processing Forms \(ISP\)](#) and within the subsequent sample ISP and sample proof of expenditures. ISPs and associated documentation are to be submitted to [DOT.FMS.VINVOICES@ct.gov](mailto:DOT.FMS.VINVOICES@ct.gov) as indicated in the header of the ISP.

# Connecticut Department of Transportation Invoice Summary and Processing (ISP) Form

Please scan into pdf and email one signed pdf copy of this form as the first page with each invoice to:

DOT.FMS.VINVOICES@ct.gov

In the subject line, include the following **in this order**: DOT Contract ID, Vendor Name, Applicable DOT Project Number(s), Invoice Number, Amount Billed and Billing Period. Invoices not submitted as directed or incomplete could result in the invoice being sent back. Rev 05/07/2020

## Section 1 - To be completed by Vendor. (Please see the Instruction Guide worksheet tab for assistance in completing this form.)

Contract CORE ID:  Found on executed State/Municipal Agreement

**Vendor Name & Remit Address:**  
(Please contact the Department for all remittance address changes.)

Payee:

Address:  Municipal Information

Address:

City:  State:  Zip Code:  Grant name, project number, and project title/description

Brief Contract Description:

**Vendor Contacts:** Municipal Information

Engineering:  Print Name  Phone  Email

Financial:  Print Name  Phone  Email

Example, assign values helpful for your tracking

Vendor Invoice No./Info:  Billed Amount:  Reimbursement amount for documented STEAP eligible expenses up to max STEAP award amount.

(The Vendor Invoice Number must be unique for each invoice. Whatever is entered into the Invoice Number and Brief Description fields will appear on the check stub to facilitate payment.)

Billing Period: From:  To:  -(Billing Period must be filled in.)

Brief Invoice Description:  Municipal CEO

(Up to 30 characters will appear on the reimbursement check.)

(Up to 70 characters will appear on the reimbursement check.)

I certify that the above claim for reimbursement is just and correct and that all work has been performed as indicated.

Title  Signature  Date

## Section 2 - For DOT Office Use Only Send To: \_\_\_\_\_

**Certification of Commodities Received or Services Rendered:**

Project Engineer:  Print Name  Initial/Signature  Date

Project Manager:  Print Name  Signature  Date

Engineering Comment:

**Financial Review Completed:**

Financial Reviewer:  Print Name  Signature  Date  Phone

PO No.:  Project ID:

(For Multiple PO's, please leave PO No. field blank, and attach separate listing of PO numbers.)

Receipt ID:  Retainages ReceiptID:

(Leave Receipt ID blank and attach list for multiple Receivers.)

Amount Paid:  Retainages Held:

Invoice Date:  Key No.:

(Date to DOT)

**\*\*Sample contractor invoices and proof of payment\*\***

Town of ██████████ Connecticut  
2016 STEAP Grant ██████████

Grant Received  
370,000.00

Invoices

Date	Vendor	Amount
4/27/2016	Electric Wholesalers Inc	106.77
5/31/2016	Home Depot	216.00
7/12/2016	Electric Wholesalers Inc	102,482.50
7/26/2016	YRC Freight	506.79
8/23/2016	Stadia Engineering Associates	2,437.50
9/6/2016	Norwich Bulletin	519.64
10/18/2016	American Industries	1,609.24
10/18/2016	Home Depot	26.63
10/25/2016	The Collins Group	1,564.65
10/25/2016	American Industries	522.68
10/25/2016	American Industries	2,394.76
10/25/2016	JCDPU	748.23
10/25/2016	Superior Products Inc.	385.00
11/1/2016	Lynn Corp	700.83
11/1/2016	Lynn Corp	230.94
12/20/2016	Prime Electric	233,728.02
1/24/2017	Stadia Engineering Associates	1,562.50
3/20/2017	Prime Electric	<u>20,282.00</u>
	Total	370,024.68

This summary must be accompanied by copies of invoices and proof of payment, ex. cancelled checks. An example follows:



33 Wisconsin Avenue  
Suite 101  
Norwich, CT 06360

# Invoice

Date	Invoice #
12/8/2016	30483

Bill To
[REDACTED] Town Hall Selectman's Office [REDACTED] [REDACTED], CT [REDACTED] Attn: [REDACTED]

Description of Work
Main street lighting phase II Job #21659 PARTIAL BILLING

W.O. No.	Terms	Due Date	REP	Complete Date	Job Name / Number
	<b>Net 30</b>	1/7/2017	FWB	12/8/2016	21659 Lighting Phase II
DESCRIPTION			QTY	RATE	AMOUNT
Main street lighting phase II-			1	233,728.02	233,728.02
A) Electrical Services \$24,880.00 B) Pavement Restoration Services \$238,431.00 minus \$46,188.00 (Credits) \$192,243.00 C) EST 4846 Outlet Power dedicated cir & fuse \$9,513.00 D) Provide and place 4 planters \$2,999.40 E) Conduit to Town \$145.62 F) Granite Curb for new walk \$3,947.00  TOTAL: \$233,728.02					

NOTE:

*This is a partial invoice*

*APPROVED FOR PAYMENT - [REDACTED] 12-11-16*

Thank you for your business.	<b>Total</b>	\$233,728.02
1.) All invoices Due Upon Receipt. 2.) Past Due Invoices will be Assesed A Service Charge of 24% Per Anum, 2% Per Month. 3.) Past Due Invoices May Also Be Charged With Collection Fees and Attorneys Fees.	<b>Payments/Credits</b>	\$0.00
	<b>Current Balance Due</b>	\$233,728.02



**EXHIBIT B**

*Final Statement of Work (SOW) as prepared by Municipality*

## STATEMENT OF WORK AND GRANT AWARD BUDGET

**NAME OF APPLICANT TOWN:** **Monroe**

**GRANT PROGRAM NAME:** **Small Town Economic Assistance Program (STEAP) 2022**

**CONCISE GRANT PROGRAM SUMMARY (PROGRAM PURPOSE/INTENT/MISSION):** The Small Town Economic Assistance Program (C.G.S. Section 4-66g) funds economic development, community conservation and quality of life projects for localities that are ineligible to receive Urban Action bonds (CGS Section 4-66c). STEAP funds are issued by the State Bond Commission and can only be used for capital projects. A project is considered to be a capital project if it is new construction, expansion, renovation or replacement for an existing facility or facilities. Project costs can include the cost of land, design, engineering, architectural planning, and contract services needed to complete the project.

**PROJECT TITLE/NAME (as appears on application):** **Old Zoar Road Reconstruction**

---

### I. INTRODUCTION

**CONCISE PROJECT DESCRIPTION (Limited to 300 characters):** **Reconstruction of the entire 2 mile length of Old Zoar Road: Drainage pipe and drainage structure repair, removal and replacement. Road surface recycling with the installation of additional 2" asphalt top course wearing surface. Reconstruction closeout to include asphalt-curbing installation, driveway apron adjustment, line striping and shoulder restoration.**

---

## II. STATEMENT OF WORK

The grantee proposes to complete the work and/or proposes to purchase goods and/or services as delineated in the following table and in accordance with the below proposed budget. Note that the items listed in the “Tasks” column are simply examples. You may delete any and all that are not applicable.

<b>Category (Optional): Overarching type of work (for example: planning/design/construction/reports)</b>	<b>Tasks: The individual tasks to be performed in order to accomplish the objective of the grant award.</b>	<b>Target Completion Date for Each Task (specific date or # months from contract execution date)</b>
Inspection	Drainage pipe & structure video inspection and evaluation	1 Month
Construction	Drainage pipe & structure repair and replacement	6 months
Construction	Cold-In-Place recycling of the existing asphalt materials	8 Months
Construction	Installation of approximately a 2” asphalt top course wearing surface	8 Months
Construction	Installation of asphalt curbing	8 Months
Construction	Driveway apron adjustments	8 Months
Line striping	Line striping (centerline, stop bar and fog lines)	8 Months
Restoration	Shoulder backfill, topsoil-seed-hay, (restoration)	8 Months

### III. PROPOSED STEAP GRANT AWARD BUDGET :

List proposed grant award budget items below.

Description	Amount of anticipated STEAP Funding	Amount Federal Funding	Amount Grantee Match Funding	Amount Other Funding	If "Other", list source name and type (private, state, etc.)	TOTALS:
Reconstruction of Old Zoar Road	\$ 500,000.00		\$ 300,000			\$ 800,000
<b>TOTALS:</b>	\$ 500,000.00		\$ 300,000.00			\$ 800,000.00

#### PAYMENT TERMS

- Grantee provides the above proposed budget understanding that should a grant be awarded no reimbursements will be made for expenditures incurred prior to the grant start date or after the grant end date.

**From:** Joseph Kobza <jkobza@monroeps.org>  
**Date:** March 29, 2023 at 5:46:52 PM EDT  
**To:** Jonathan Formichella <jformichella@monroect.gov>  
**Cc:** David Ferris <dferris@monroeps.org>  
**Subject:** Facilities Study Input

Hi Jonathan,

I hope you're doing well.

At the Board of Finance meeting last Thursday, we talked about getting feedback from various stakeholders in town about the upcoming facilities study. I have created a Google Doc where folks can provide feedback, thoughts, questions, etc... about the upcoming study. Once we get this information, we would like to cull it down to help create the RFP. You can find that document [here](#). Please feel free to review that document, discuss with members of Town Council, and add any input that you feel is pertinent.

Don't hesitate to reach out if you have any questions.

Thanks  
Joe

This is a staff email account managed by the Monroe Public Schools. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender.

April 10, 2023 | **Town of Monroe**

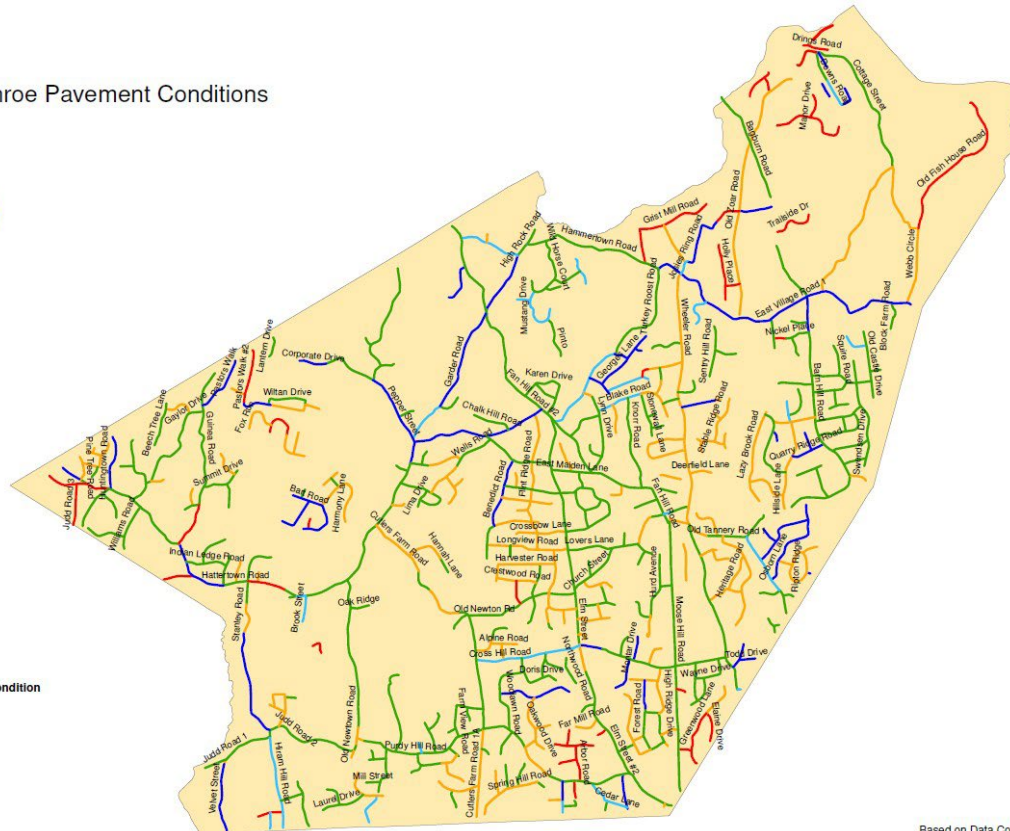


# Pavement Management Update

Monroe Pavement Conditions



- Legend**  
**Pavement Condition**  
**PCI**
- 0-55
  - 56-72
  - 73-85
  - 86-92
  - 93-100



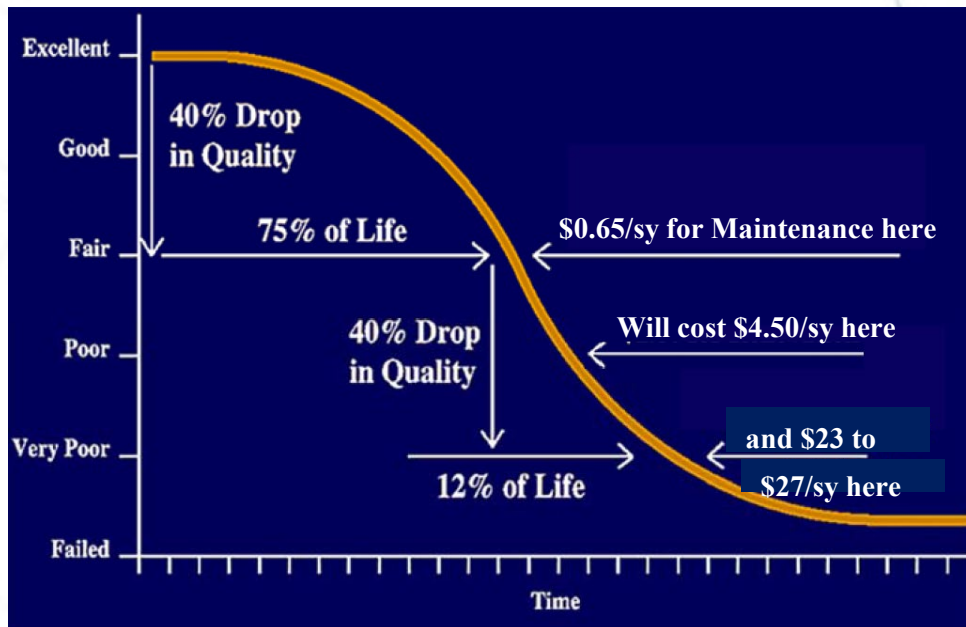
Based on Data Collected in Field 12/2022 - 1/2023

# What is Pavement Management?

The practice of planning for pavement maintenance and rehabilitation with the goal of maximizing the value and life of a pavement network.

Otherwise known as:

**“Getting the Biggest Bang for Your Buck”**



# The Process

- Pavement Section Inventory
- Pavement Condition Assessment
- Calculate Pavement Condition Index (PCI)
- Define Repair Strategies and Costs
- Test Budget Scenarios
- Next Step - finalize 3 Year Plan

# Pavement Treatment Bands

*Do Nothing Condition (PCI 93-100)*

PCI = 99



# Pavement Treatment Bands

*Routine Maintenance Condition (PCI 86-92)*

PCI = 86



**Treatment options – Crack sealing**

# Pavement Treatment Bands

*Preventive Maintenance Condition (PCI 73-85)*

PCI = 73



**Treatment options – Double HiMA  
Microsurfacing**

# Pavement Treatment Bands

*Structural Improvement Condition (PCI 51-72)*

PCI = 65



**Treatment options – Overlay or Mill & Overlay, both with patching preparation**

# Pavement Treatment Bands

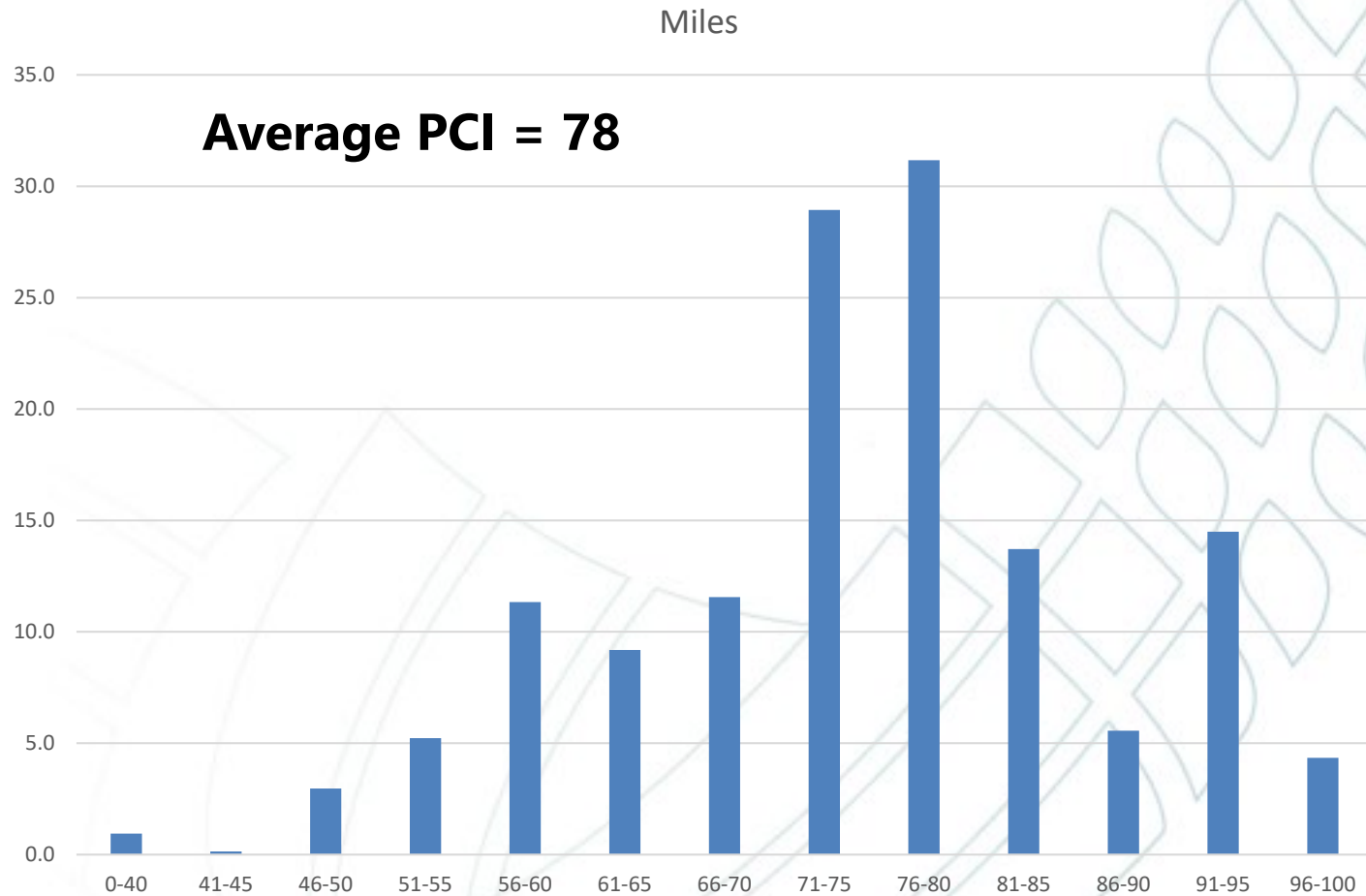
*Base Rehabilitation Condition (PCI 0 - 50)*

**PCI = 43**



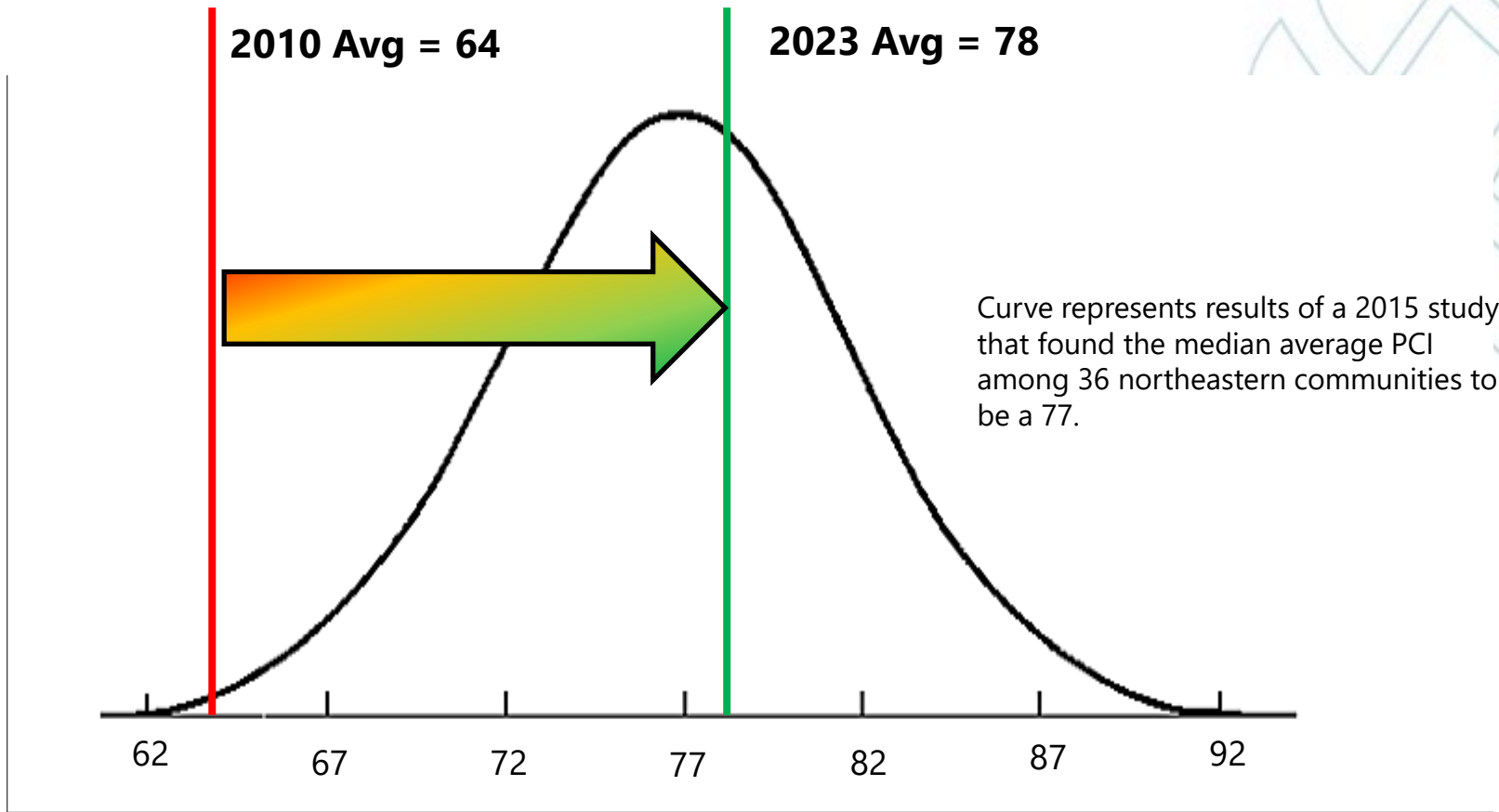
**Treatment options – Cold in Place Recycle,  
Reclamation**

# Monroe PCI Distribution (2023)

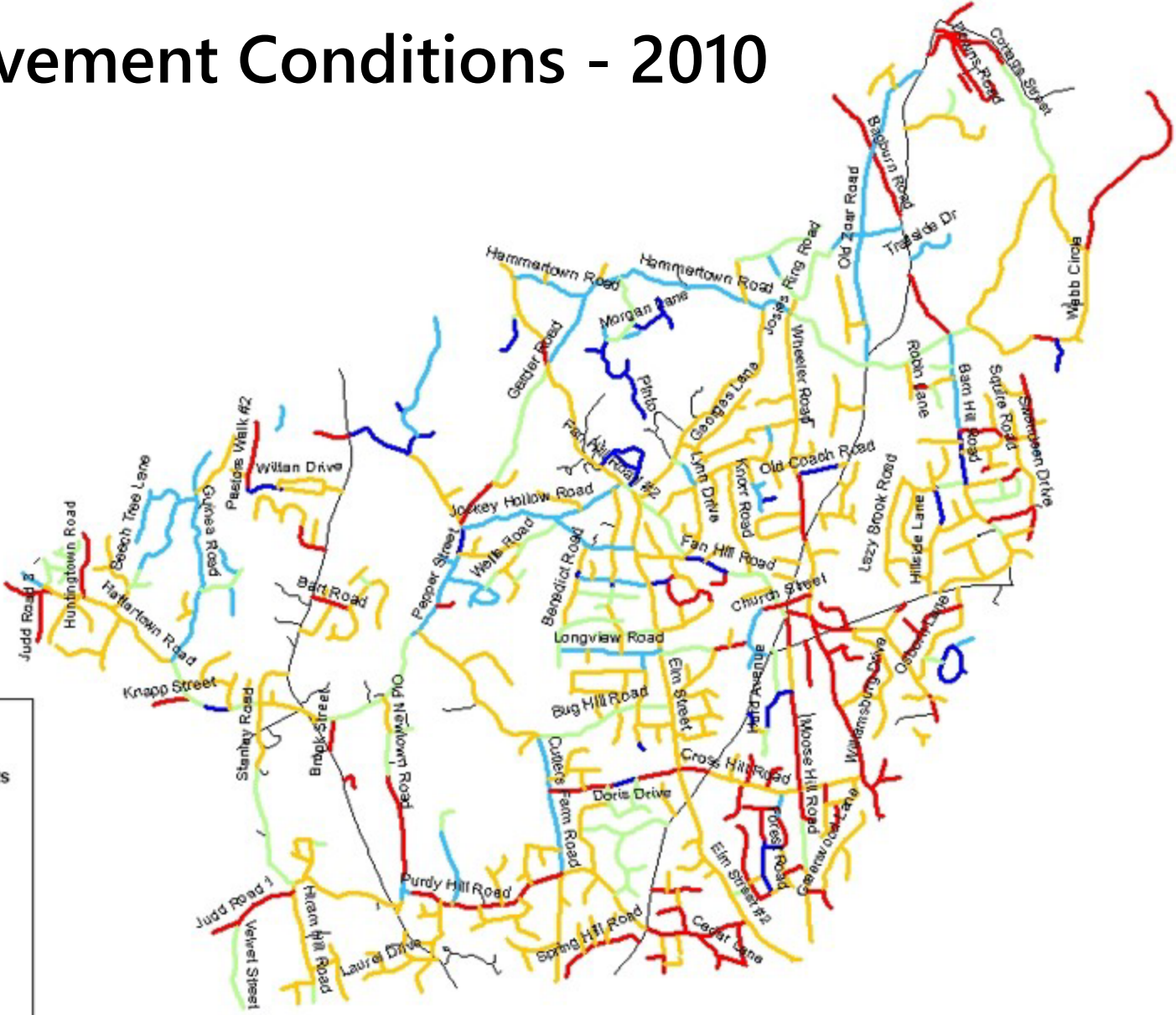


# Pavement Management in Monroe

## Comparison of Monroe Average PCI – 2010 to 2023



# Pavement Conditions - 2010



**Legend**

**Pavement Segments**

**PCI**

- 36 - 50
- 51 - 72
- 73 - 85
- 86 - 92
- 93 - 100

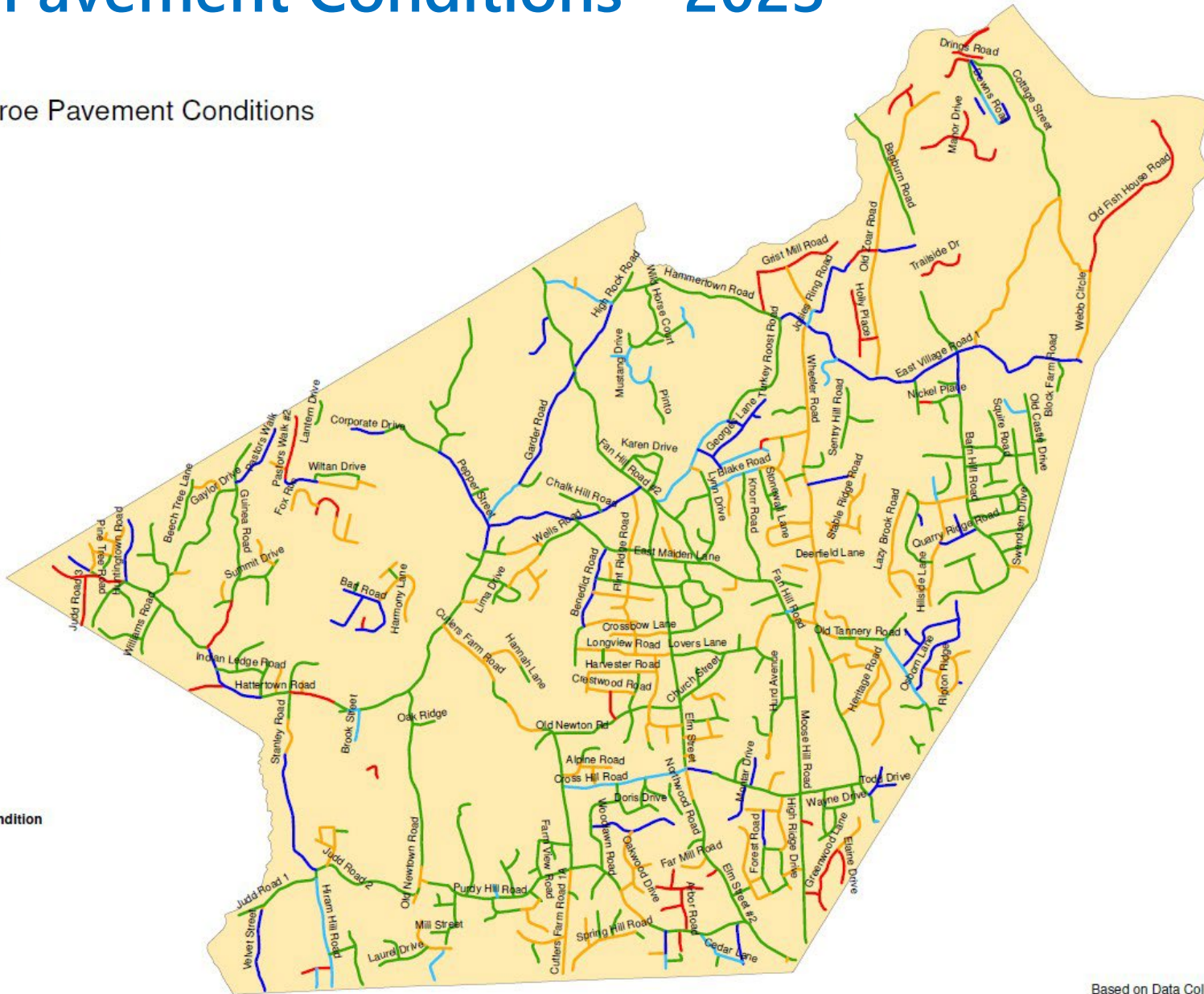


# Pavement Conditions - 2023

## Monroe Pavement Conditions

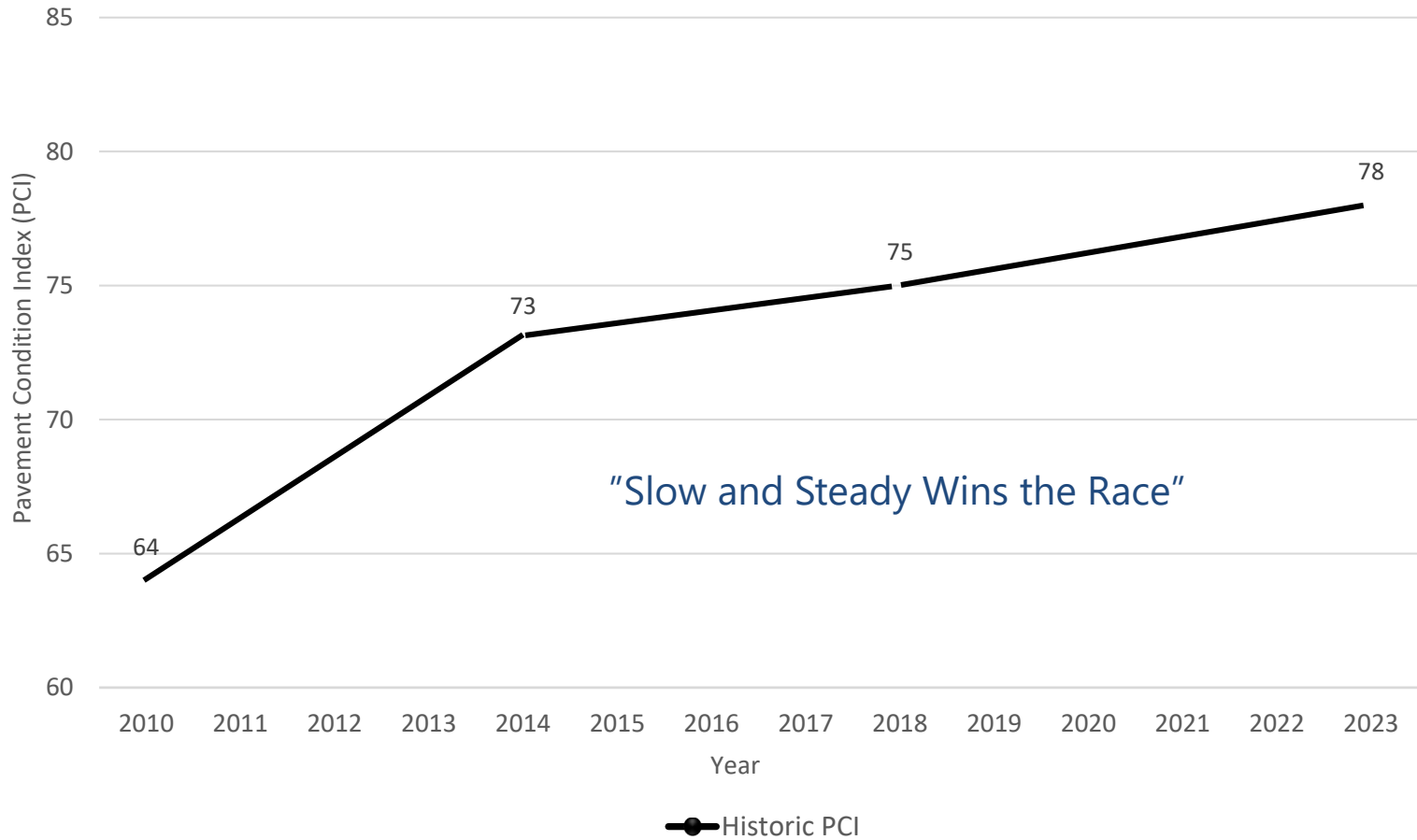


- Legend**  
**Pavement Condition**  
**PCI**
- 0-55
  - 56-72
  - 73-85
  - 86-92
  - 93-100



Based on Data Collected in Field 12/2022 - 1/2023

# Monroe Historical Average PCI



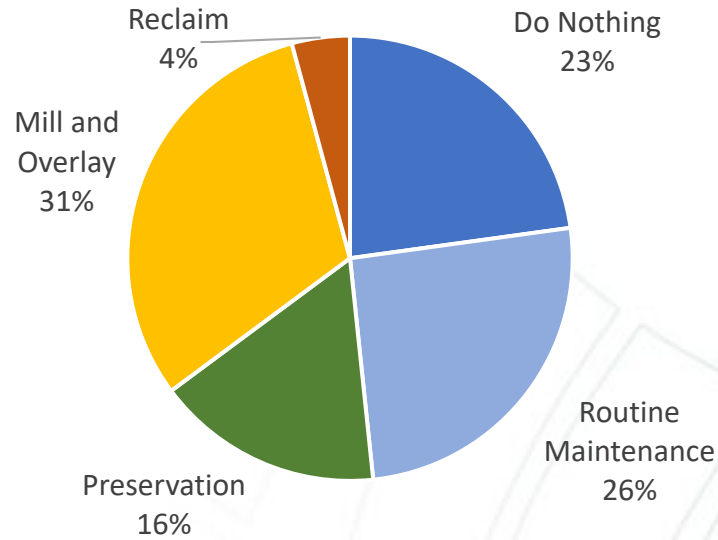
# Pavement Backlog Summary

Treatment Band	Cost	Miles
Do Nothing	-	31.2
Routine Maintenance	432,065	34.8
Preventive Maintenance	2,158,117	22.5
Structural Improvement	15,729,908	42.2
Base Rehabilitation	2,416,452	5.8
<b>Grand Total</b>	<b>\$ 20,736,542</b>	<b>136.5</b>

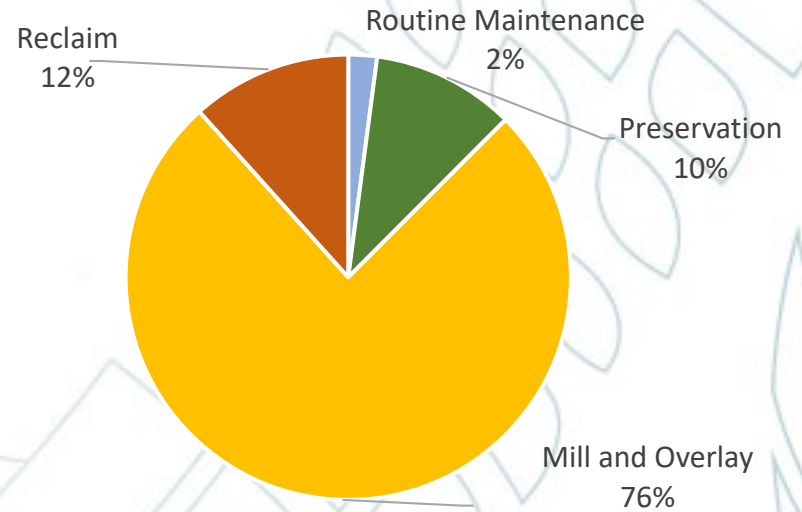
**Note:** The Town DPW has been performing drainage improvements in advance of contracting for pavement improvements, which has helped to reduce the impact of inflation and reduces the cost of future pavement maintenance and resurfacing.

# Pavement Backlog Summary

## Miles

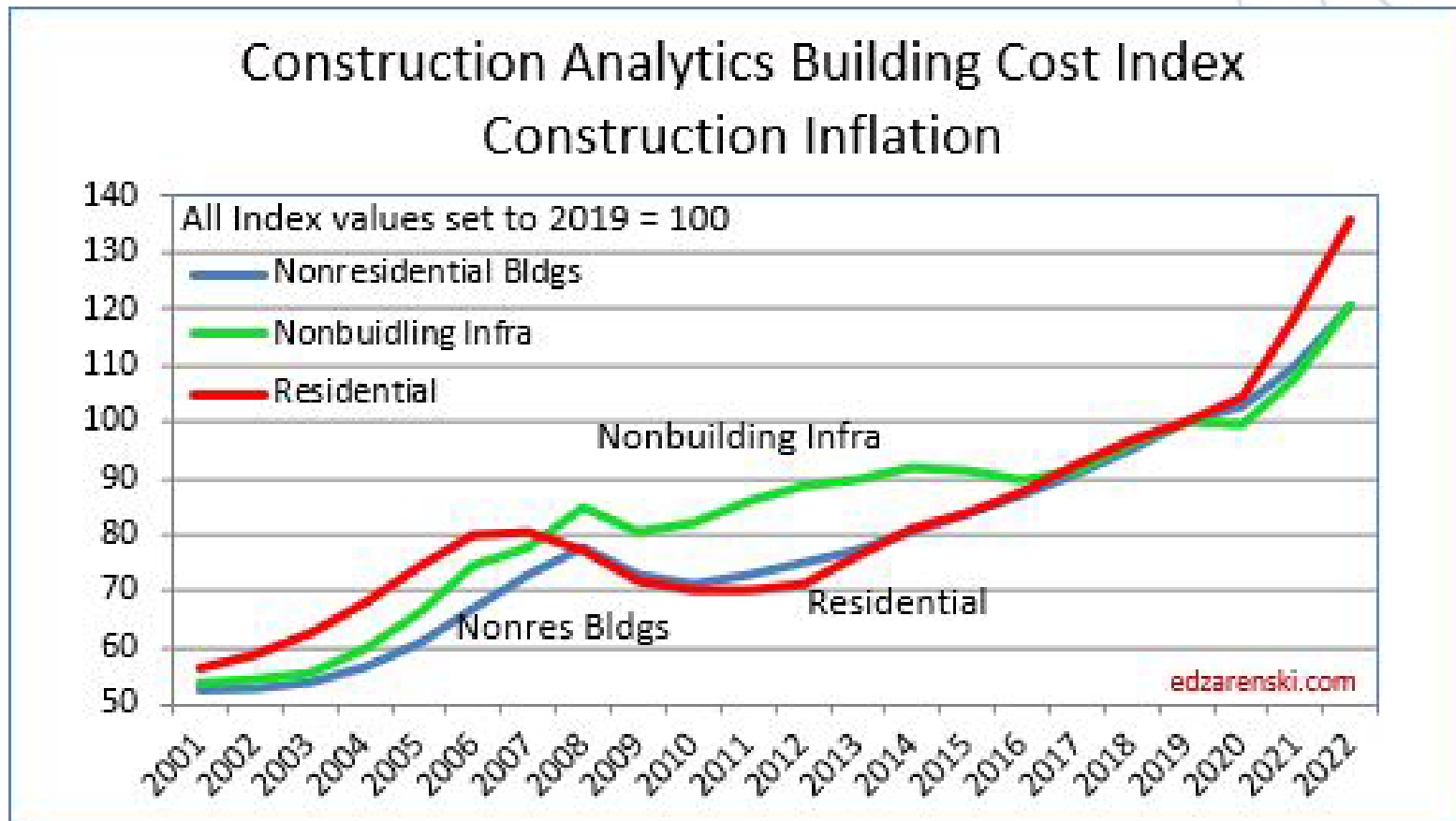


## Cost



# Construction Cost Trend

The chart below shows that there has been a 20% increase in infrastructure construction costs since 2019:

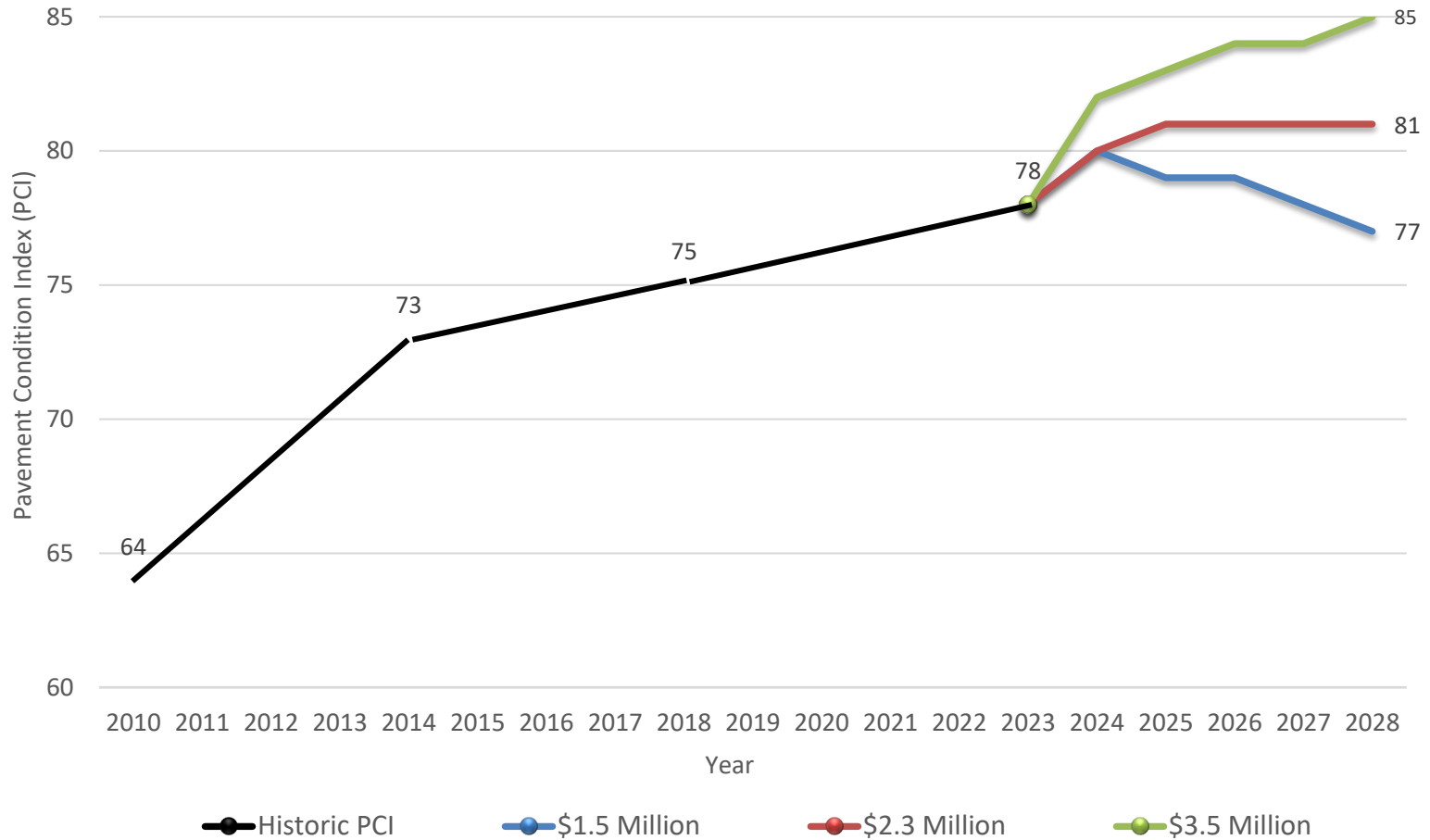


# Pavement Funding Scenario Analysis

VHB compared the predicted effects of 3 potential funding scenarios:

- \$1.5 Million per year for 5 years
- \$2.3 Million per year for 5 years
- \$3.5 Million per year for 5 years

# Pavement Funding Scenario Analysis



# Recommendations

- Provide funding sufficient to reach the Town's pavement condition goals
- Correct drainage deficiencies before pavement improvement
- Perform subsurface sampling and testing to determine proper treatment for rehabilitation on a project-by-project basis
- Future plans need to preserve or resurface many subdivision roads in similar condition
- Next Step - refine list of candidate projects for 3-year plan and apply engineering and local judgment to finalize road program

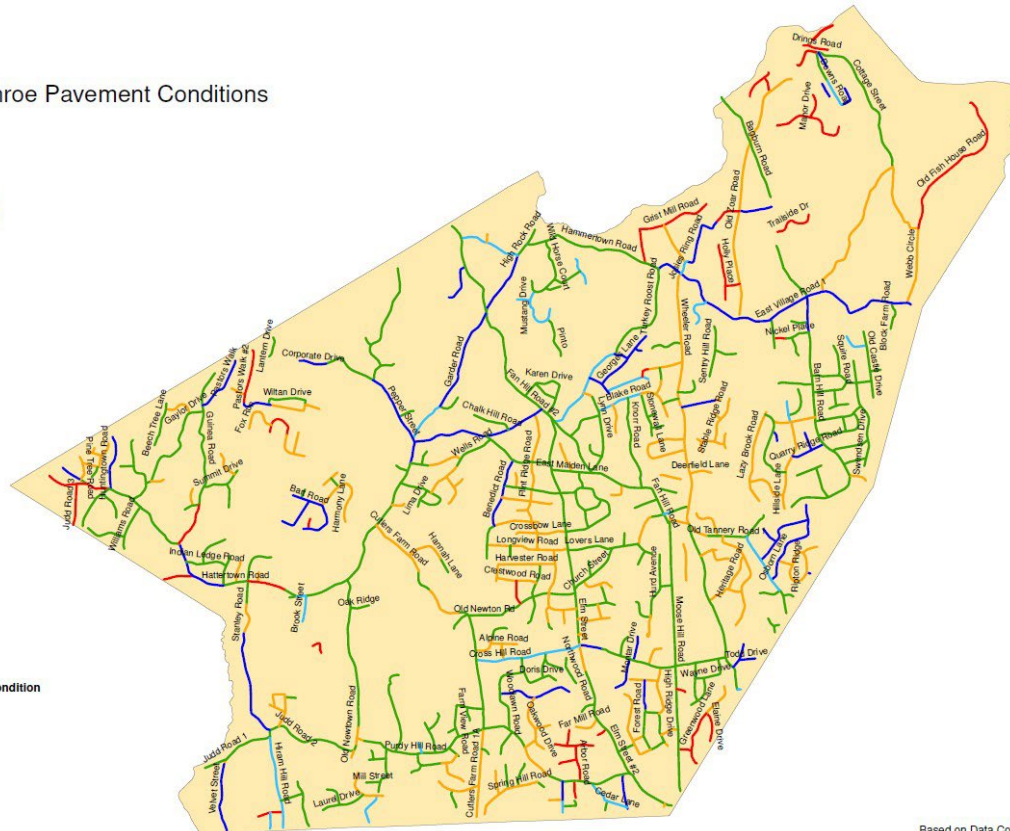


# Questions & Answers

Monroe Pavement Conditions



- Legend**  
Pavement Condition  
PCI
- 0-55
  - 56-72
  - 73-85
  - 86-92
  - 93-100



Based on Data Collected in Field 12/2022 - 1/2023



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)



Date: April 6, 2023  
To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Stevenson Fire Chief John Howe  
Monroe Fire Chief Josh Krize  
Stepney Fire Chief Dave Lewis  
EMS Chief Don Smith  
EMS Administrator Lisa Pane  
EMS Commission Chair John Brenna

**Subject: Proposed Amendments to the Volunteer Tax Abatement Ordinance (Chapter 470, Articles V & VI of the Town Code)**

---

It was brought to my attention that the enabling statute for volunteer tax abatements has been modified such that the maximum abatement for volunteer Emergency Medical Services ("EMS") personnel and volunteer firefighters has been increased from \$1,000 to \$2,000 per year. Pursuant to Town Charter, Chapter III, §2, I have been working to propose revisions to our existing ordinance regarding this program.

Attached is a draft of the changes, which as proposed would repeal and replace Article V and repeal Article VI. Both a redline, showing all changes, and a "clean" copy are provided. Please note that this proposal accomplishes the following:

- Consolidates the individual sections of the current Town Code into a single section covering both EMS and firefighters.
- Increases the abatement schedule beyond five years of service to allow up to the current statutory limit of \$2,000.
- Revises the "veteran" and "life" status to "veteran" and "retired veteran" and updates eligibility as per statute. Raises these benefits to \$250 and \$500, respectively.
- Memorializes the current application process practice.
- Allows for future changes in determination of "active" status eligibility by simple resolution of the Town Council, following a required opportunity for input from the EMS Commission or the three Fire Chiefs, as appropriate.
- Creates a Connecticut residency requirement to remove the challenges and difficulties currently experienced in processing out-of-state abatements and inconsistencies in property tax structures and application in other states.

In considering these changes, I consulted with our Finance Department and projected the financial impact of these proposed changes, which were incorporated in my proposed FY24 budget.

These draft changes were further provided to, and reviewed by, the following:

- All three fire chiefs, who discussed the proposal at a recent “chiefs meeting.” A representative reported back to me that the changes were appreciated and appropriate and further identified minor housekeeping changes which were incorporated.
- The EMS Commission, which reported that the changes would increase retention and be comparable with other towns. They raised two concerns:
  1. *That the authority to revised the criteria for “active” status would become the Town Council, instead of the EMS Commission.* In that regard, my rationale is that we currently have disparate methodologies for such modifications to EMS and firefighters which should be resolved to a single authority. Furthermore, given the direct, and potentially significant, current for future budgetary impact of such changes, that it is more properly done by the Town Council and not by the executive branch alone via departments nor an appointed commission.
  2. *That retired veteran members must remain in state to remain eligible for this benefit, and that instead a direct payment be made to the volunteer.* In that regard, the change to require state residency is due to the widely varying processing and application of property taxes and abatements in other states. Our Finance Department has reported a multitude of issues and concerns regarding such, and that payments are potentially applied incorrectly and have been returned to the Town when other taxing authorities do not accept partial payment of taxes. The suggested alternative, of a direct payment to the individual, is outside the scope of the enabling statute to abate property taxes and the Town could not ensure such payment would be applied to a property tax liability.
- Town Council’s Committee on Finance, Education, Health, and Public Safety (“FEHPS”) which voted to recommend the changes. FEHPS considered the concerns of the EMS Commission but felt that the original rationale was appropriate. In their recommendation, FEHPS also requested the Town Attorney clarify the definitions contained within §470-13.

These draft changes, as well as the input from the EMS Commission & FEHPS, were provided to the Town Attorney, who updated §470-13 to address the above concerns, and has provided the attached letter of opinion.

I respectfully request that the Town Council discuss and review this proposal at your next meeting, and that the Chairman authorize the scheduling of a public hearing and final vote as provided in the Town Charter, Chapter II, §6.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

April 5<sup>th</sup>, 2023

### **VIA ELECTRONIC DELIVERY**

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
Proposed Amendments to Chapter 470, Articles V & VI of the Town Code  
Volunteer Tax Abatement Ordinance

Dear First Selectman Kellogg:

At your direction, I am proud to have worked with you on your proposed amendments to the Volunteer Tax Abatement Ordinance established and set forth in Chapter 470, Articles V & VI of the Town Code. The proposed amendment serves to streamline the former Articles V & VI into a single Article V which will provide, if enacted, a more efficient and effective application of the abatements as authorized by § 12-81w of the Connecticut General Statutes. The amendment further updates the Town volunteer abatement schedules as authorized by the recent amendments to the foregoing statute.

In that regard, I have reviewed and revised the proposed amendment considering the relevant provisions of the Connecticut General Statutes and Town Code. I am pleased to approve the proposed amended Chapter 470, Article V, which includes the proposed repeal of Article VI of said Chapter. Chapter II § 4 of the Town of Monroe Charter ("Charter") vests the power and authority to "enact, amend or repeal ordinances" pursuant to the procedure promulgated by Chapter II § 6 of the Charter. Therefore, your office should forthwith submit same to the Town Council for its consideration pursuant to Chapter II § 6 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,

Francis Lieto

# Chapter 470

## Taxation

### Article V

#### **Tax Abatement for Volunteer Emergency Medical Services Personnel and Volunteer Firefighters**

*[Articles V & VI are hereby repealed and replaced by Article V as follows]*

##### **§ 470-13 Purpose and establishment.**

The Town of Monroe is desirous of showing its appreciation for the faithful and courageous performance of duties performed by the volunteer emergency medical services (“EMS”) personnel (“EMS volunteers”) and volunteer firefighters in the Town of Monroe (“EMS volunteers” and “volunteer firefighters” are hereinafter collectively referred to as “volunteer” or “volunteers”) and to encourage others to serve the Town in such capacity. Now therefore, pursuant to § 12-81w of the Connecticut General Statutes, as amended, the Town of Monroe hereby establishes and authorizes a tax abatement program of real and/or motor vehicle property taxes for the benefit of eligible volunteers on the conditions set forth herein below.

##### **§ 470-14 Abatement Schedule.**

Each eligible volunteer, as defined in § 470-15, shall have any real and/or motor vehicle property taxes owed to the Town of Monroe by such volunteer abated in an amount equal to the lesser of the total amount of real and/or motor vehicle property taxes owed to the Town of Monroe for such fiscal year or an amount as calculated as follows:

4. As to each eligible active membership volunteer:
  - (1) For the first two years of active service 500; or
  - (2) For the third and fourth years of active service: \$750; or
  - (3) For five years of active service : \$1,000; or
  - (4) For six years of active service: \$1,250; or
  - (5) For seven years of active service: \$1,500; or
  - (6) For eight years of active service: \$1,750; or
  - (7) For nine years of active service or more: \$2,000.
- B. As to each eligible veteran membership volunteer: \$250.
- C. As to each eligible retired veteran membership volunteer: \$500.

##### **§ 470-15 Eligibility.**

- A. To be eligible for the tax abatement pursuant to this article for any fiscal year, an eligible volunteer shall, on or before April 30, prior to such fiscal year, present a completed application on forms prepared by the Finance Department, which shall include a written statement certified to by, which statement shall include the name and address of said volunteer, an itemized list of all requirements for active membership, whether said person has met each of those requirements for the prior calendar year, and the total number of years in which said volunteer met the requirements for active duty for the Town of Monroe (“eligibility statement”). For each EMS volunteer, the eligibility statement shall be certified by both the EMS Chief and the Chairman of the EMS Commission. For

each volunteer firefighter, the eligibility statement shall be certified by the Chief of the volunteer's Fire Department.

B. Active Membership Status: "active membership" shall be established:

(1) For each EMS volunteer, based upon the existing policy of the EMS Commission as of July 1, 2022, and may be further amended by resolution of the Town Council following the earlier of either (a) receipt of a report and recommendation from the EMS Commission or (b) after thirty days following a request from the First Selectman or Town Council for such report and recommendation; and,

(2) For each volunteer firefighter, based upon the requirements in effect pursuant to the Town Code on July 1, 2022, and may be further amended by resolution of the Town Council following the earlier of either (a) receipt of a report and unanimous recommendation from all three fire chiefs or (b) after thirty days following a request from the First Selectman or Town Council for such report and recommendation

C. Veteran Membership Status: "veteran membership" shall be established for each volunteer who has not retired from such volunteer service to the Town and does not meet the criteria for active membership for a given year, yet previously met the requirements for active membership for a minimum of fifteen (15) prior years.

D. Retired Veteran Membership Status: "retired veteran membership" shall be established for each retired volunteer who has served as a volunteer and who achieved the requirements for active membership for at least twenty-five (25) years.

**§ 470-16 Application of abatement.**

A. The tax abatement under this article shall be determined by the Finance Department after any and all other applicable abatements and/or tax relief benefits, then applied first against any real property taxes owing to the Town of Monroe and then against motor vehicle taxes owing to the Town of Monroe. In no event will all applicable tax abatements and/or tax relief benefits, for which the volunteer may be eligible, exceed the volunteer's total tax obligation to the Town of Monroe.

B. If the eligible volunteer resides in a Connecticut municipality other than Monroe, said volunteer is still eligible to receive a tax credit, which shall be issued by the Town of Monroe in check form, payable to the municipality in which the volunteer resides, solely for the purposes of tax abatement. The tax abatement under this article shall be applied first against any real property taxes owing to said municipality and then against motor vehicle taxes owing to said municipality. In no event will all applicable tax abatements and/or tax relief benefits for which the volunteer may be eligible, exceed the volunteer's total tax obligation to said municipality. Proof of taxes due and payable to said municipality shall be required by the Town of Monroe before a check is issued.

**§ 470-17 Records.**

The Finance Department of the Town of Monroe shall maintain a record of all taxes abated in accordance with this Article.

**§ 470-17 Applicability.**

The tax abatement under this article shall be applicable for any real property or motor vehicle of a volunteer eligible for such abatement, whether such property is owned individually, jointly, or as tenant in common with one or more other persons. Moreover, it shall also be applicable to any taxes incurred by volunteers as a result of the lease of a motor vehicle.

**§ 470-18 When effective.**

This article shall be amended as of [INSERT DATE] and take effect and shall be applicable to taxes owing beginning with taxes on the Grand List of October 1, 2022, after publication in accordance with Chapter II, § 6 of the Town Charter.

# Chapter 470

## Taxation

### Article V

#### Tax Abatement for Volunteer Emergency Medical Services Personnel and Volunteer Firefighters

#### ~~Abatement For Emergency Medical Services Personnel~~

[Articles V & VI are hereby repealed and replaced by Article V as follows]

#### § 470-13 Purpose and establishment.

The Town of Monroe is desirous of showing its appreciation for the faithful and courageous performance of duties performed by the volunteer emergency medical services (“EMS”) personnel (“EMS volunteers”) and volunteer firefighters in the Town of Monroe (“EMS volunteers” and “volunteer firefighters” are hereinafter collectively referred to as “volunteer” or “volunteers”) and to encourage others to serve the Town in such capacity. Now therefore, pursuant to § 12-81w of the Connecticut General Statutes, as amended, the Town of Monroe hereby establishes and authorizes a tax abatement program of real and/or motor vehicle property taxes for the benefit of eligible volunteers on the conditions set forth herein below.

#### § 470-14 Abatement Schedule.~~Abatement authorized.~~

Each eligible volunteer ~~EMS volunteer~~, as defined in § 470-15, ~~personnel of the Town of Monroe who has served as a volunteer for the Town of Monroe and who meets the requirements for active membership as established by the Monroe Emergency Medical Services Commission herein~~ shall have any real and/or motor vehicle property taxes owed to the Town of Monroe by such ~~EMS personnel~~ volunteer abated in an amount equal to the lesser of the total amount of real and/or motor vehicle property taxes owed to the Town of Monroe for such fiscal year or an amount as ~~as calculated as~~ follows:

#### 4. As to each eligible active membership volunteer:

~~(1) A.~~ (1) A. For the first two years of active ~~service: \$500~~ service 500; or

~~(2) B.~~ (2) B. For the third and fourth years of active service: ~~\$750-~~ or

~~C. (3)~~ (3) For five years of active service ~~or more: \$1,000-~~ or

~~D. (4)~~ (4) For six years of active service: ~~\$1,250;~~ or

~~E. (5)~~ (5) For seven years of active service: ~~\$1,500;~~ or

~~F. (6)~~ (6) For eight years of active service: ~~\$1,750;~~ or

~~G. (7)~~ (7) For nine years of active service or more: ~~\$2,000.~~

B. As to each eligible veteran membership volunteer: \$250.

C. As to each eligible retired veteran membership volunteer: \$500.

#### § 470-~~14~~ 15 Eligibility.

A. To be eligible for the tax abatement pursuant to this article for any fiscal year, an eligible ~~EMS~~ volunteer shall, on or before April 30, prior to such fiscal year, present a completed application on forms prepared by the Finance Department, which shall include a written statement certified to by

~~both the EMS Chief and the Chairman of the EMS Commission~~, which statement shall include the name and address of said volunteer, ~~the number of monthly and yearly hours required for consideration as an active member, any other~~ an itemized list of all requirements for active membership established by the EMS Commission, whether said person has met each of those requirements for the past-prior calendar year, and the total number of years in which said volunteer met the requirements for active duty for the Town of Monroe (“eligibility statement”). For each EMS volunteer, the eligibility statement shall be certified by both the EMS Chief and the Chairman of the EMS Commission. For each volunteer firefighter, -the eligibility statement shall be certified by the Chief of the volunteer’s Fire Department.

B. Active Membership Status: For the purposes of this Article, “active membership” shall be established based upon:

(1) For each EMS -volunteer, based upon the existing policy of the EMS Commission as of July 1, 2022, and may be further amended by resolution of the Town Council following the earlier of either (a) receipt of a report and recommendation from the EMS Commission or (b) after thirty days following a request from the First Selectman or Town Council for such report and recommendation: and,

(2) For each volunteer firefighter, -based upon the requirements in effect pursuant to the Town Code on July 1, 2022, and may be further amended by resolution of the Town Council following the earlier of either (a) receipt of a report and unanimous recommendation from all three fire chiefs or (b) after thirty days following a request from the First Selectman or Town Council for such report and recommendation

C. Veteran Membership Status: -“veteran membership” shall be established for -Each each EMS volunteer of the Town of Monroe who has not retired from such volunteer service to the Town and does not meet the criteria for active membership for a given year, yet previously met the requirements for active membership for a minimum of fifteen (15) prior years. -shall be eligible to have any real and/or motor vehicle property taxes owed to the Town of Monroe by such EMS volunteer abated amount of \$250.

DB. ———Retired Veteran Membership Status: “retired veteran membership” shall be established for Each retired EMS volunteer of the Town of Monroe who has served as an EMS volunteer for the Town of Monroe and who achieved meets the requirements for active veteran or life membership for at least twenty-five (25) years as established by the Monroe EMS Commission but who is not concurrently an active member as defined in Subsection A shall be eligible to have any real and/or motor vehicle property taxes owed to the Town of Monroe by such EMS volunteer abated in the amount \$500, of \$150 for veteran members and \$300 for life members, provided that said amount does not exceed the total amount of real and/or motor vehicle property taxes owed to the Town of Monroe for such fiscal year, after any and all other applicable abatements and/or tax relief benefits. In no event shall any EMS volunteer be deemed a life member by his/her respective department unless he/she has served at least 25 years as an EMS volunteer in the Town of Monroe, nor shall an EMS volunteer be deemed a veteran member unless he/she has served at least 15 years as an EMS volunteer in the Town of Monroe. If an EMS volunteer is both a veteran or life member and an active member simultaneously, the active member benefit shall apply.

#### § 470-15-16 Application of abatement.

A. The tax abatement under this article shall be determined by the Finance Department after any and all other applicable abatements and/or tax relief benefits, then applied first against any real property taxes owing to the Town of Monroe and then against motor vehicle taxes owing to the Town of Monroe. In no event will the all applicable tax abatements and/or tax relief benefits tax abatement, in combination with other tax benefits for which the volunteer may be eligible, exceed the volunteer's total tax obligation to the Town of Monroe.

B. If the eligible EMS-volunteer resides in a town or Connecticut municipality other than Monroe, he/shesaid volunteer is still eligible to receive the a tax credit, which shall be issued by the Town of

Monroe in check form, payable to the ~~town or~~ municipality in which the ~~EMS~~ volunteer resides, solely for the purposes of tax abatement. The tax abatement under this article shall be applied first against any real property taxes owing to said ~~town or~~ municipality and then against motor vehicle taxes owing to said ~~town or~~ municipality. In no event will all applicable tax abatements and/or tax relief benefits~~the tax abatement, in combination with other tax benefits~~ for which the volunteer may be eligible, exceed the volunteer's total tax obligation to said ~~town or~~ municipality. Proof of taxes due and payable to said ~~town or~~ municipality ~~may~~shall be required by the Town of Monroe before a check is issued.

§ 470-~~16~~17 **Records.**

The Finance Department of the Town of Monroe shall maintain a record of all taxes abated in accordance with this ~~article~~Article.

§ 470-17 **Applicability.**

The tax abatement under this article shall be applicable for any real property or motor vehicle of a volunteer ~~EMS personnel~~ eligible for such abatement, whether such property is owned individually, jointly, or as tenant in common with one or more other persons. Moreover, it shall also be applicable to any taxes incurred by ~~EMS~~ volunteers as a result of the lease of a motor vehicle.

§ 470-18 **When effective.**

This article shall ~~be amended as of~~ [INSERT DATE] ~~and~~ take effect and shall be applicable to taxes owing beginning with taxes on the Grand List of October 1, ~~2001~~2022, after publication in accordance with Chapter II, § 6 of the Town Charter.

Article VI

Abatement for Volunteer Firefighters

§ 470-19 Abatement authorized.

A. ~~Each volunteer firefighter of the Monroe, Stepney, and Stevenson Fire Departments (hereinafter collectively referred to as "firefighters" or "volunteer firefighter personnel") of the Town of Monroe who has served as a volunteer firefighter for in the Town of Monroe and who meets the requirements for active membership as set forth herein below in Subsection B shall have any real and/or motor vehicle property taxes owed to the Town of Monroe by such firefighter abated in an amount equal to the lesser of the total amount of real and/or motor vehicle property taxes owed to the Town of Monroe for such fiscal year, after any and all other applicable abatements and/or tax relief benefits, as follows:~~

~~(1) For the first two years of active service: \$500.~~

~~(2) For the third, and fourth and fifth years of active service: \$750.~~

~~(3) For the more than five years of active service: \$1,000.~~

~~For six years of active service: \$1,250~~

~~For seven years of active service: \$1,500~~

~~For eight years of active service: \$1,750~~

~~For nine years of active service or more: \$2,000~~

B. ~~A firefighter shall be considered an active member if he or she:~~

~~(1) Attends six monthly business meetings;~~

~~(2) Attends 12 training drills;~~

~~(3) Responds to 15% of the alarms of his/her company; and~~

~~(4) Meets the physical examination, CPR training and bloodborne pathogen training requirements for his/her company.~~

C. ~~Each volunteer firefighter of the Monroe, Stepney, and Stevenson Fire Departments (hereinafter collectively referred to as "volunteer firefighters" or "volunteer firefighter personnel") of the Town of Monroe who has served as a volunteer for the Town of Monroe and who meets the requirements for veteran or life membership as established by the Chiefs of the Monroe, Stepney, and Stevenson Fire Departments but who is not concurrently an active member as defined in Subsection B shall have any real and/or motor vehicle property taxes owed to the Town of Monroe by such firefighter abated in the amount of \$150 for veteran members and \$300 for life members, provided that said amount does not exceed the total amount of real and/or motor vehicle property taxes owed to the Town of Monroe for such fiscal year, after any and all other applicable abatements and/or tax relief benefits. In no event shall any firefighter be deemed a life member by his/her respective department unless he/she has served at least 25 years as a firefighter in the Town of Monroe, nor shall a firefighter be deemed a veteran member unless he/she has served at least 15 years as a firefighter in the Town of Monroe. If a firefighter is both a veteran or life member and an active member simultaneously, the active member benefit shall apply.~~

§ 470-20 Eligibility.

~~To be eligible for the tax abatement pursuant to this article for any fiscal year, an eligible volunteer firefighter shall, on or before April 30, prior to such fiscal year, present a completed application on firms~~

~~prepared by the Finance Department, which shall include to the Tax Assessor a written statement certified to by the Chief of his/her department, which statement shall include the name and address of said volunteer, an itemized list of all the requirements for active membership, established by those departments, and whether said person has met those requirements for the past prior calendar year, and the total number of years in which said volunteer met the requirements for active status for the Town of Monroe. An eligible volunteer firefighter who has attained life or veteran status shall present to the Tax Assessor a written statement from the Chief of his/her department certifying the name and address of said volunteer and his/her status as such a life or veteran member of the department.~~

~~For the purposes of this Article, "active membership" shall be established based upon the requirements in effect pursuant to of the Town Code on July 1, 2022, and may be further amended by resolution of the Town Council following the earlier of either (a) receipt of a report and unanimous recommendation from all three fire chiefs or (b) after thirty days following a request from the First Selectman or Town Council for such report and recommendation.~~

~~Veteran Membership Status— Each volunteer firefighter for the Town of Monroe who has not retired from such volunteer service to the Town and does not meet the criteria for active membership for a given year, yet previously met the requirements for active membership for a minimum of fifteen (15) prior years, shall be eligible to have any real and/or motor vehicle property taxes owed to the Town of Monroe by such volunteer firefighter abated amount of \$250.~~

~~Retired Veteran Membership Status— Each retired volunteer firefighter for the Town of Monroe who has served as an volunteer firefighter in the Town of Monroe and who achieved the requirements for active membership for at least twenty five (25) years shall be eligible to have any real and/or motor vehicle property taxes owed to the Town of Monroe by such volunteer firefighter abated in the amount \$500.~~

#### ~~§ 470-21 Application of abatement.~~

~~A. — The tax abatement under this article shall be determined by the Finance Department after any and all other applicable abatements and/or tax relief benefits, then applied first against any real property taxes owing to the Town of Monroe and then against motor vehicle taxes owing to the Town of Monroe. In no event will the tax abatement, in combination with other tax benefits for which the volunteer may be eligible, exceed the volunteer's total tax obligation to the Town of Monroe.~~

~~B. — If the eligible firefighter resides in a town or municipality other than Monroe, he/she said volunteer is still eligible to receive the a tax credit, which shall be issued by the Town of Monroe in check form, payable to the town or municipality in which the firefighter resides, solely for the purposes of tax abatement. The tax abatement under this article shall be applied first against any real property taxes owing to said town or municipality and then against motor vehicle taxes owing to said town or municipality. In no event will the tax abatement, in combination with other tax benefits for which the firefighter may be eligible, exceed his/her total tax obligation to said town or municipality. Proof of taxes due and payable to said town or municipality may shall be required by the Town of Monroe before a check is issued.~~

#### ~~§ 470-22 Records.~~

~~The Finance Department of the Town of Monroe shall maintain a record of all taxes abated in accordance with this article.~~

#### ~~§ 470-23 Applicability.~~

~~The tax abatement under this article shall be applicable for any real property or motor vehicle of volunteer firefighter personnel eligible for such abatement, whether such property is owned individually, jointly, or as tenant in common with one or more other persons. Moreover, it shall also be applicable to any taxes incurred by volunteer firefighters as a result of the lease of a motor vehicle.~~

~~§ 470-24 When effective.~~

~~This article shall be amended as of [INSERT DATE] and take effect and shall be applicable to taxes owing beginning with taxes on the Grand List of October 1, 2002~~2022~~, after publication in accordance with Chapter II, § 6 of the Town Charter.~~

DRAFT



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.org](http://www.monroect.org)



Date: April 6, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

A handwritten signature in blue ink, appearing to be "K. Kellogg", written over the name in the "From:" field.

cc: Missy Orosz, Director of Parks & Recreation  
William Holsworth, Director of Community & Economic Development

**Subject: Resolution Regarding Agreement for Engineering Services During Construction with Solli Engineering, LLC for the Wolfe Park Fields Project**

---

As I previously reported at the last meeting, we were finalizing procurement of engineering services during the construction of the new athletic fields at Wolfe Park. These services include site inspections, construction administration & management, and a final punch-list inspection at the completion of construction.

Pursuant to our Purchasing Policy, appropriate firms were contacted and a favorable proposal was received from Solli Engineering, LLC ("Solli"), a Monroe business. Attached for your review and consideration is this proposal, along with the general terms and conditions as provided by Solli. The costs of this proposal are within the identified funding for this project.

These documents have been reviewed by our Town Attorney, who provided the attached opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

**RESOLUTION #23-047: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Proposal for Engineering & Construction Related Services, General Terms & Conditions, and any associated documents by and between Solli Engineering, LLC, for the Wolfe Park Fields Project.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

April 6<sup>th</sup>, 2023

### VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
Proposal for Engineering and Construction Related Services- Wolfe Park Ball Fields (Agreement")  
by and between the Town of Monroe ("Town") and Solli Engineering, LLC ("Solli")

Dear First Selectman Kellogg:

At your direction, I reviewed and negotiated the Agreement between the Town and Solli regarding the Town's engagement of Solli with regard to the provision of certain engineering and construction oversight services related to the Wolfe Park Ball Fields project. The Agreement, in the amended form as presented, is hereby approved.

Therefore, pursuant to Chapter V, Section 14 of the Town of Monroe Charter ("Charter"), I am pleased to approve the Agreement in form and substance and as such, I recommend that it be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,

  
Francis Lieto



March 16, 2023

Kenneth Kellogg  
Office of the First Selectmen  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468  
(203) 452-2800  
FSOFFICE@Monroect.gov

**RE: Proposal for Engineering & Construction Related Services  
Wolfe Park Ball Fields  
Monroe, Connecticut  
Solli Project Number: 22103501**

Dear Mr. Kellogg:

Solli Engineering (Solli) is pleased to submit this proposal for engineering and construction related services to assist in the construction of the Wolfe Park Ball Fields, consisting of two (2) ball fields to be created at Wolfe Park in Monroe, Connecticut. Solli would act as the authorized representative of the Town of Monroe on the project. Solli can assist you throughout the construction project by means of a single contact point, eliminating the cumbersome and often inefficient task of coordinating multiple consultants. Our land development consulting services, including local, federal and state permitting, site/civil engineering, land surveying and construction oversight, allow us to understand all aspects of the construction project and uniquely positions us to help clients like you with this type of project. We appreciate this opportunity to work with you on this project.

## **CONSTRUCTION SERVICES**

### Site Inspections

Weekly site inspections (Or as needed) will be performed to ensure conformance with the Contract Documents, monitor site conditions, ensure quality construction, and maintain effective cost control. We will provide the Town of Monroe with inspection reports and construction status reports following every visit. Inspections will include all aspects of construction throughout the duration of the project such as the installation of soil erosion and sediment control measure, stormwater quality features, storm drainage structures, and utility structures. During the inspections we will verify materials used/ extracted, depth of materials placed, and other construction related items. We will coordinate with contractors to plan a site visit on important project milestones on an as-needed basis. We will observe the progress and quality of the executed work and determine, in general, if the work is proceeding in accordance with the Contract Documents. The estimated project duration for the sake of this proposal is 180 days. We anticipate a total of 75 hours will be required to complete this task, including any additional construction inspections during key project milestones. Additional time spent beyond the 75 hours quoted will be billed on a time and material basis in accordance with the terms and conditions and the discounted rates identified herein. Notwithstanding the foregoing, Solli shall not exceed the scope or cost of the services set forth herein without the prior written consent of the Town.

### Construction Administration & Management

During the Construction Process, Solli will provide construction support services on an on-call and as-needed basis. We will review contractor Field and/or Change Orders. We will review and approve submittals such as shop drawings, product data, samples, and other data. We will attend meetings, as required, and consult during the construction process. We will work closely with you and the selected contractor to answer questions and help to ensure that the

**501 Main Street, Suite 2A  
Monroe, CT 06468  
Office: (203) 880-5455**

**11 Vanderbilt Avenue, Suite 240  
Norwood, MA 02062  
Office: (781) 352-8491**

[www.SolliEngineering.com](http://www.SolliEngineering.com)

project will be completed in accordance with the Contract Documents. We may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall scope and intent of the Contract Documents. Solli will provide monthly reports to the Town of Monroe on the status of construction, issues encountered, and project milestones completed/ahead. We anticipate a total of 75 hours will be required to complete this task. Additional time spent beyond the 75 hours quoted will be billed on a time and material basis in accordance with the terms and conditions and the discounted rates identified herein. Notwithstanding the foregoing, Solli shall not exceed the scope or cost of the services set forth herein without the prior written consent of the Town.

Construction Punchlist

At the completion of construction, Solli will perform a punch-list inspection to ensure all items have been installed per the Contract Documents. We will work with the design team to review all field related items that may require adjustments to conform to the Contract Documents. We will provide a comprehensive punch-list, and work with the contractor to ensure those items are completed in accordance with the contract documents and to your satisfaction. We anticipate a total of 10 hours will be required to complete this task. Additional time spent beyond the 10 hours quoted will be billed on a time and material basis in accordance with the terms and conditions and the discounted rates identified herein. Notwithstanding the foregoing, Solli shall not exceed the scope or cost of the services set forth herein without the prior written consent of the Town.

**COST OF SERVICES**

The following is our estimate of the fees associated with performing the above scope of services:

<b>Tasks</b>	<b>Fees</b>
<b>CONSTRUCTION SERVICES</b>	
Site Inspections (\$105.00/HR) (75 HR)	\$ 7,875
Construction Administration & Management (\$135.00/HR)(75 HR)	\$ 10,125
Construction Punchlist (\$135.00/HR) (10 HR)	\$ 1,350
<b>Total Cost of Services</b>	<b>\$19,350</b>

The above fees are based on our knowledge of the work effort anticipated and the scope identified. Reimbursable expenses will be itemized and billed separately in accordance with the enclosed rate schedule. We recommend a budget allowance of \$500 for reimbursable expenses. All work will be performed in accordance with the attached terms & conditions. Additional services will be billed on an hourly basis but not without the prior written consent of the Town.

**EXCLUSIONS**

This proposal specifically excludes the following scope of work: surveying services, environmental services, geotechnical engineering services, structural engineering services, wetland delineation services, site/civil design services, traffic engineering services, permitting services, bid document preparation, bid coordination, construction survey services, and construction observation services beyond those specifically noted above.



**CLOSING & AUTHORIZATION**

We greatly appreciate the opportunity to assist you with this project. With your authorization, we will schedule work immediately. If you have any questions or require any additional information regarding this proposal, please call at your earliest convenience.

Sincerely,  
**Solli Engineering, LLC**



Chris Pawlowski, PE  
Assistant Project Manager



Kevin Solli, PE, CDP, CPESC, LEED AP, BD+C  
Principal

**Authorization:**

**Company:** \_\_\_\_\_ (“Client”)

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

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

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



**HOURLY/REIMBURSABLE RATE SCHEDULE**  
**2022**

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Administrator	\$ 55.00
Technician	\$ 100.00
Landscape Designer	\$ 105.00
Staff Planner	\$ 105.00
Design Engineer	\$ 120.00
Project Engineer	\$ 135.00
Landscape Architect	\$ 135.00
Senior Project Engineer	\$ 150.00
Senior Landscape Architect	\$ 150.00
Assistant Project Manager	\$ 160.00
Project Manager	\$ 170.00
Senior Project Manager	\$ 185.00
Director	\$ 200.00
Principal	\$ 240.00
Expert Testimony	\$ 265.00
 <u>Accurate Land Surveying</u>	
Staff Surveyor – Office Time	\$ 85.00
Principal Surveyor – Office Time	\$ 185.00
One Man Survey Crew	\$ 145.00
Two Man Survey Crew	\$ 175.00
 <b><u>REIMBURSABLE EXPENSES</u></b>	
• Automobile Expenses	\$ 0.585/Mile
• Lodging and Subsistence for out-of-town travel	\$ Cost
• Filing/Recording/Permitting Fees	\$ Cost
• Outside Consultants	\$ Cost + 10%
• In-House Printing:	
○ B&W Large-Format Prints	\$ 0.75/s.f.
○ Color Large-Format Prints	\$ 2.00/s.f.
○ Copies/Reports	\$ 0.10/page

Fee schedule will be in effect January 1, 2022 to December 31, 2022 and may be updated in future years.

501 Main Street, Suite 2A  
Monroe, CT 06468  
Office: (203) 880-5455

11 Vanderbilt Avenue, Suite 240  
Norwood, MA 02062  
Office: (781) 352-8491

**A. Scope of Services and additional services:**

All services provided by Solli Engineering, LLC (SOLLI), regardless of commencement date, will be covered by this Agreement. Unless modified in writing by the parties, the duties of SOLLI shall not be construed to exceed those Services specifically set forth in the proposal. Additional Services performed at the request of the client and agreed to by SOLLI shall be governed by these provisions.

**B. Standard of Care:**

SOLLI's services will be performed, prepared, and presented in accordance with this Agreement, and in a manner consistent with generally accepted professional engineering standards ordinarily exercised by other professionals performing similar services under similar circumstances at the place and time the services are being performed. SOLLI shall 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 SOLLI or is presumed given by SOLLI under this Agreement or in any report, opinion, or any other document prepared by SOLLI or otherwise.

**C. Right of Entry:**

Client will provide for right of entry in order for SOLLI to perform its services. While SOLLI will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

**D. Invoices and Payments:**

SOLLI shall render invoices monthly or in accordance with the terms of this Agreement, and a final bill upon completion of the services. Client shall notify SOLLI of any dispute with the invoice. Client and SOLLI will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by Client and is past-due thirty (30) days from the date of the invoice. A service charge of 1% per month will be imposed on all bills not paid within 30 days. In the event of a suspension of services or termination of the Agreement by SOLLI in accordance with Section K of these General Terms and Conditions, SOLLI shall have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. The Client shall have no right of setoff against the amounts due to SOLLI and no deductions shall be made from SOLLI's compensation on account of any actual or alleged claim, action, breach, error, omission, tort, fault, wrong, liability, penalty or damage actually or allegedly cause by, arising from or relating to SOLLI, SOLLI's services on the Project, or this Agreement.

If SOLLI files a claim against the Client arising out of the Client's failure to make payments in accordance with this Agreement and Client subsequently asserts any claim or claims against SOLLI relating to allegations of professional negligence in performance of SOLLI's services under this Agreement, SOLLI shall be entitled to reimbursement of any costs incurred by SOLLI in the defense of the professional negligence claim(s), including any expenses incurred as part of SOLLI's professional liability insurance deductible, to the extent SOLLI is successful in its compensation claim and negligence defense.

**E. Professional Work Product:**

All reports, opinions, notes, drawings, specifications, data, calculations, photographs, videography and other documents prepared by SOLLI ("Documents") and all electronic media prepared by SOLLI are considered its professional work product to which SOLLI retains all rights jointly with Client. Client acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, Client cannot rely upon the electronic media version of SOLLI's professional work product. All Documents provided by SOLLI to Client as part of the services are provided for the sole and exclusive use of the Client with respect to the Project and/or subject property. Upon the termination of this Agreement, and so long as SOLLI is paid in full for its services rendered through the date of termination, the Client may use the Documents for any other purpose, future additions or alterations to this Project or for the projects or property. However, any use of the Documents without the written consent of SOLLI will be at the Client's sole risk and without liability to SOLLI or its subconsultants ("unauthorized use"). Accordingly, Client shall defend, indemnify, and hold harmless SOLLI from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.

**F. Opinion of Cost:**

Consistent with the Standard of Care in Section B of this Agreement, any opinions rendered by SOLLI 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 represent its judgment as an experienced and qualified professional familiar with the industry. SOLLI cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. SOLLI's services required to bring costs within any limitation established by the Client will be paid for as an Additional Service.

**G. Insurance:**

SOLLI maintains workers' compensation, general liability, property, automobile and professional liability insurance. Certificates of insurance will be issued to the Client prior to the commencement of any services subject to this Agreement and further, upon a written request from the Client. Client agrees that it will require the construction manager, general contractor or, if the Client has not retained a construction manager or general contractor, the contractor(s) responsible for performing the work reflected by or relating to SOLLI's services on the Project to name SOLLI as an additional insured on its Commercial General Liability. Client shall not require SOLLI to sign any document or perform any Service that, in the judgment of SOLLI, would risk the availability or increase the cost of its professional or general liability insurance.

**H. Limits of Liability:**

To the fullest extent permitted by Law, the Client further agrees that no shareholder, officer, director, partner, principal or employee of SOLLI shall have personal liability for any act, omission, breach, tort, fault or wrong arising from or relating to SOLLI's services on the Project or under this Agreement.

SOLLI and the Client waive consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters in question arising out of or relating to the services provided by SOLLI regardless of whether such claim or dispute is based upon an alleged 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 is applicable without limitation to either party's termination of this Agreement pursuant to the terms set forth herein.

**I. Indemnification:**

Consultant and Client shall at all times indemnify and hold harmless each other and their officers, directors, engineers, and employees on account of any claims, losses, damages, litigation, expense, attorney fees, and compensation arising out of any claims, damages, property losses and/or personal injuries sustained by or alleged to have been sustained by any person or entity ("Losses"), to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with this Project, and/or under this Agreement except to the extent any such Losses are caused by Consultant's negligent, intentional or willful failure to meet the standard of care set forth in this Agreement.

**J. Entirety of Agreement:**

This Agreement, consisting of these General Terms and Conditions and accompanying Scope of Services and Fees, constitutes the entire Agreement between the parties, supersedes any and all other prior Agreements or representations of the parties to this Agreement, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

**K. Termination:**

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 be reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the Client to make payments to SOLLI in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at SOLLI's option after such seven (7) day notice period or anytime thereafter. In the event of termination, SOLLI shall be compensated for all services performed and reimbursable expenses incurred prior to such termination.

**L. Severability:**

Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effort.

**M. Right to Reference Project:**

Client agrees that SOLLI has the authority to use its name as a client and a general description of the Project as a reference for other prospective clients. Client acknowledges the use of and authorizes Solli to use photography and videography of Client's site and work product for marketing and design competition purposes.

**N. Governing Law:**

This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut.



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)



Date: April 6, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Missy Orosz, Director of Parks & Recreation  
William Holsworth, Director of Economic & Community Development

**Subject: Resolution Regarding Summer Enrichment Grant Program**

Our Director of Economic & Community Development, working closely with our Director of Parks & Recreation, identified a grant opportunity through the Connecticut State Department of Education ("CSDE") for its Summer Enrichment Grant Program. This program is designed to expand or create new opportunities for children to participate in summer programming.

The Town prepared a grant application which, if approved, would provide \$49,987 in the "Expansion Award" category to fund extended programming for our existing Summer Fun Days camp program. If awarded, the Parks & Recreation Department will offer two additional, one-week camps for a total of 80 additional middle-school aged children. The grant would cover the costs of staffing, transportation, and ancillary costs.

This grant opportunity was not identified until recently and had a submission date deadline of April 3, 2023 with notice of award to be provided May 1, 2023. I directed staff to submit the grant application with the understanding that the application shall be withdrawn if not approved by the Town Council.

CSDE has provided various documents which include terms and conditions of the grant program, which have been reviewed by our Town Attorney, who provided the attached opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

**RESOLUTION #23-048: RESOLVED**, that the Town Council hereby approves and ratifies the Town of Monroe's acknowledgement and acceptance of the Program Assurances, program requirements and other terms and conditions of the 2023-2024 Summer Enrichment Grant Program ("Grant") with the Connecticut State Department of Education by submission of such Grant application, and authorizes Kenneth M. Kellogg, First Selectman of the Town of Monroe, to execute and deliver on behalf of the Town of Monroe, any subsequent agreements and associated documents that may be required by the Connecticut State Department of Education to accept any Grant award to the Town of Monroe.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

April 5<sup>th</sup>, 2023

### VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
FY23/24 Summer Enrichment Grant Program  
Grant between the Town of Monroe (“Town”) and Connecticut State Department of Education  
 (“CSDE”) (“Grant”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the Grant between the Town and CSDE regarding the Summer Enrichment Program, which includes the Grant Application and the electronic acknowledgements binding the Town to compliance with the terms and conditions of said Grant, including without limitation, compliance with data, monitoring and implementation as well certain Program Assurances which cites numerous provisions of federal law, all of which I have reviewed.

Pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”), I hereby approve the terms and conditions of the Grant and as such, recommend that it be forthwith submitted to the Town Council for approval, ratification and ultimately if required upon award, authorization of your execution of whatever documents and agreements may be necessary to consummate the Grant all pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,

Francis Lieto



## **2023-2024 Summer Enrichment Grant Program Overview**

**Purpose:** The Connecticut State Department of Education (CSDE) is pleased to announce a third round of funding for the 2023 and 2024 Summer Enrichment Grant Program, which provides equitable, high-quality, and accessible summer enrichment opportunities for Connecticut children. This grant program will provide awards for Summer 2023 and Summer 2024 to the most competitive of applicants. Awards for one summer only will not be granted.

**Time Period:** June 5, 2023 – September 1, 2023 & June 3, 2024 – August 30, 2024

**Published:** March 9, 2023

**Application Due Date:** April 3, 2023, 5:00 PM EST

**Awards Announced:** by May 1, 2023

**[Programs may submit an application](#)** on SDE's website. Questions may be directed to [SDE.summerenrichment@ct.gov](mailto:SDE.summerenrichment@ct.gov). All interested applicants are also welcome and encouraged to join an online webinar on Thursday, March 16<sup>th</sup> at 12:00PM to learn more about the process. **[Registration is required.](#)** A recording will be posted on the [CSDE Summer Enrichment website](#).

### **Equal Opportunity Statement**

The Connecticut State Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Connecticut Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of race; color; religious creed; age; sex; pregnancy; sexual orientation; workplace hazards to reproductive systems, gender identity or expression; marital status; national origin; ancestry; retaliation for previously opposed discrimination or coercion, intellectual disability; genetic information; learning disability; physical disability (including, but not limited to, blindness); mental disability (past/present history thereof); military or veteran status; victims of domestic violence; or criminal record in state employment, unless there is a bona fide occupational qualification excluding persons in any of the aforementioned protected classes. Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to:

Louis Todisco  
Connecticut State Department of Education  
450 Columbus Boulevard Hartford, CT 06103  
860-713-6594  
[Louis.Todisco@ct.gov](mailto:Louis.Todisco@ct.gov)

## **Table of Contents**

<b>2023-2024 Summer Enrichment Grant Program Overview</b>	1
<b>Application Checklist</b>	3
<b>I. Introduction</b>	4
<b>II. Eligible Applicants</b>	5
<b>III. Grant Award Options</b>	6
<b>IV. Eligible Activities and Spending</b>	7
<b>V. Program Quality Requirements</b>	8
<b>VI. Data, Monitoring, and Program Implementation</b>	10
<b>VII. Program Assurances</b>	11
<b>VIII. Selection and Notification</b>	13
<b>IX. How to Apply</b>	14
Application Template	14
Budget	19
Appendix A: Scoring Rubric	21
Appendix B: Budget Code Descriptions	25

## Application Checklist

All applicants should review the following tasks prior to submitting an application for the 2023 Summer Enrichment Grant Program:

- The applicant reviewed this Grant Overview Document and the [Frequently Asked Questions](#) in its entirety and adhered to the instructions and criteria of each section, particularly guidance around preparing a budget.
- The applicant understands that this is a two-year grant program, that the program intends to operate during Summer 2023 and Summer 2024, and that funding for Year 2 (Summer 2024) will be conditional upon successful completion of all grant requirements in Year 1 (Summer 2023). Applicants intending to only provide programming for one summer (either 2023 or 2024, but not both) should not apply.
- The applicant obtained or has applied for a Unique Entity Identifier (UEI) through SAM.gov. No funds can be awarded to summer enrichment applicants unless the CSDE has a valid UEI on file.
- The applicant attended or viewed the recording of the suggested pre-application webinar (not mandatory but strongly encouraged). Please see Page 1 for the webinar date, time, and registration.
- The applicant understands that it will be required to submit student-level data on each of its student participants, including but not limited to the student's name, date of birth, race, gender, school district, camp attendance, and other data as required by the CSDE. Failure to submit this data will lead to an early termination of the grant award.
- The applicant has reviewed the Program Eligibility requirements and Program Quality Requirements and meets or is prepared to meet all.
- The applicant understands that funds will be disbursed on a reimbursement basis only, and should not anticipate using summer enrichment funds to prospectively pay for necessary camp activities and personnel. Additionally, the applicant understands that funds are made available by the Connecticut General Assembly and provision is subject to all statutory language, including any financial match requirements.
- The applicant understands that the deadline to submit applications is April 3, 2023 at 5:00PM and that no applications will be accepted after this deadline. Applicants are encouraged to avoid last-minute submissions.

## I. Introduction

The Connecticut State Department of Education (CSDE) is pleased to announce a third round of funding for the 2023-2024 Summer Enrichment Grant Program, which provides equitable, high-quality, and accessible summer enrichment opportunities for Connecticut children. This grant program, totaling \$11.5 million, will provide two-year awards for programming and activities during the summer of 2023 and the summer of 2024. The grant period begins on June 5, 2023, ending on September 1, 2023, and will recommence on June 3, 2024 with an end date of August 30, 2024. No funding may be obligated or expended before or after these time periods. Applications for only one of the two summer periods will not be considered.

Similar to previous years, the 2023-2024 program is designed to expand or create new opportunities for children to participate in high-quality summer programming including summer camps, theme-based enrichment programming, and programs combining academic and enrichment activities. Applicants are encouraged to take a community-wide approach in developing their application and partner with other stakeholders in their communities to strengthen the opportunities available to students. Additionally, programs should aim to address the ongoing consequences of the COVID-19 pandemic on students' academic, social, and emotional needs and demonstrate how their programming serves historically marginalized student populations. As a competitive grant program, only applicants with the highest quality proposals that sufficiently address the questions and grant criteria will be awarded funding.

In the spring of 2021, the state launched its inaugural Summer Enrichment Grant Program. Using funding from the federal American Rescue Plan Act (ARPA) of 2021, Connecticut granted over \$8 million to 235 summer camps, child care centers, and other innovative programs that offered impactful out-of-school learning and enrichment opportunities for students. Following a successful summer, the CSDE launched the 2022 Summer Enrichment Grant Program in April 2022, awarding over \$12 million in ARPA funding to 200 high-quality programs.

This year, applicants can apply for either one Expansion Grant (up to \$50,000) or one Innovation Grant (between \$50,000 and \$150,000) per program site per year (for two grants total). A maximum of one grant will be awarded per site/location per year, though organizations with multiple sites may submit multiple applications. Applicants should only apply for the amount that they are certain they will be able to spend efficiently during the grant period, and the CSDE reserves the right to award a grant less than the total amount requested.

The number of grants awarded will depend on the number of applicants, the quality of the proposals, and the amount of funds available.

Finally, camps that are interested in exploring the possibility of finding a federally-funded summer meals sponsor with the capacity to serve their site should contact Caroline Cooke at the Connecticut State Department of Education at [caroline.cooke@ct.gov](mailto:caroline.cooke@ct.gov).

## II. Eligible Applicants

Programs must serve school-age children who have completed kindergarten and are within the age group of 5-18 inclusive, with the exception that programs may serve youth with special needs, still enrolled in their school district, up to their 22nd birthday. Eligible applicants are limited to the following:

- Non-profit organizations with a current, valid child care center or youth camp license from the Office of Early Childhood (OEC)
  - Note: OEC licensed programs can only request funding for sites with existing licenses with school-age care endorsements. Sites licensed to serve only children ages five and under may not apply.
- License-exempt child care center, youth camp, or other summer program operated by either a
  - Municipal agency;
  - Private or independent school. Private and independent schools and faith-based organizations are eligible to apply only if the program is open to all children and not just those who are of a particular faith, enrolled in a particular school, or members of the applicant organization;
  - Organizations that are specifically exempted by state law ([Sec. 19a-77](#)).
- Local education agencies (LEAs) that received less than \$1,000,000 in ARPA Elementary and Secondary School Emergency Relief (ESSER) funding
- License-exempt non-profit community-based organizations (CBOs) for programs serving exclusively youth ages sixteen or older; or
- A partnership led by one of the above eligible organizations, working together with other non-profit organizations, municipal agencies, local and regional boards of education, Regional Educational Service Centers (RESCs), charter schools, or other independent schools.
  - Note, the applicant must be one of the above-eligible organizations.

### III. Grant Award Options

Applicants will have the opportunity to apply for one of two grant awards through the Summer Enrichment Program:

- **Expansion Award:** These awards will provide applicants up to \$50,000 in funding per site per year. Expansion Grants may be used for expanding existing programs or creating new programs to serve students who would otherwise not have access to summer camp or programs.
- **Innovation Award:** These awards will provide applicants between \$50,000 and \$150,000 in funding per site per year. The Innovation Grant program will award programmatic and operational funding to organizations that can serve Connecticut children at a greater scale, provide holistic learning opportunities that blend educational and enrichment components, and remove financial and other types of barriers that have typically precluded participation. These grants will be awarded to organizations with a clear record of providing excellent summer learning opportunities for students, particularly for students from traditionally underserved communities. Only programs that meet the below eligibility criteria may apply for an Innovation Award:
  - Program must serve a minimum of 150 individual students over the course of each summer period (June 5, 2023 - September 1, 2023 AND June 3, 2024 – August 30, 2024);
  - Program must provide at least 80 hours of programming over the course of each summer program period (June 5, 2023 - September 1, 2023 AND June 3, 2024 – August 30, 2024); and
  - Program must describe how it will provide novel and innovative summer programming to Connecticut students.

## IV. Eligible Activities and Spending

### A. Eligible Grant Activities

Applicants must commit to using the funding in at least one of the following ways:

- Serve additional children or youth through existing programming;
- Subsidize enrollment costs for program participants; and/or
- Provide transportation for program participants.

Programs must provide enrichment activities designed to encourage “purposeful play,” which could include: sports, music, art, hands-on experiences, mentorship, teamwork, field trips, guest speakers, career/college exploration, cooking, food and nutrition, wellness, physical activity and physical education. Based on previous evaluations of the Summer Enrichment Program, the CSDE is prioritizing programs that provide students with a wide array of activities from which to choose and that allow them to participate in unstructured time, outdoor activities, and field trips.

### B. Eligible Spending Categories

- Recruit and hire additional staff, counselors, lifeguards, behavioral specialists or other necessary personnel to serve more students
  - Camps may allocate funding towards an account with [CTREAP](#), a portal that connects educational professionals and staff to job openings across Connecticut. CTREAP is offering summer enrichment programs a four-month membership for two consecutive years for a total price of \$208.<sup>1</sup>
- Rent for a larger facility in order to serve additional students
- Subsidize the costs of expanded hours or weeks that students participate in camp
- Subsidize or waive enrollment costs for students, particularly those eligible for free or reduced-price school meals
- Cover activity and other supply costs necessary for camp programming (i.e. arts and crafts, t-shirts, field trips, ticket fees, etc.)
- Provide food, snacks, and water for students
- Cover transportation costs for students

### C. Ineligible Spending Categories

- Student stipends, vouchers paid directly to families/students, gift cards/certificates given directly to families/students, or other cash benefits directly to families/students
- Mortgage, maintenance, major hardware and software upgrades, utility costs, and other indirect costs that do not directly support one of the three eligible grant activities listed in Section IV.A.
- Executive salaries, benefits of individuals who are not employees of the applicant or engaged partners, or expenditures related to state or local teacher or faculty unions or associations

---

<sup>1</sup> For the next two summers, enrichment programs will be able to advertise for necessary summer staff positions on the CTREAP portal, which is widely used by Connecticut districts for recruiting and hiring educators. If a program has multiple sites, each site can receive their own account to post positions/jobs at a cost of \$208 per account. Accounts will be available from May 1, 2023 to September 1, 2023 and from May 1, 2024 to September 1, 2024.

## V. Program Quality Requirements

All organizations receiving grant funding must adhere to the following quality requirements. Note that nothing in this section shall be construed to affect existing legal requirements established for individuals with access to minor children, including but not limited to those related to youth camps, employee criminal background checks, and any relevant licenses and permits. All subcontracted/partner staff must meet the same requirements as if they were actual staff of the grantee.

- All camp/program staff that supervise children must have participated in a minimum of two (2) hours of training on supporting student social-emotional learning at some point between August 15, 2022 and the start of their work with children. Programs are welcome to use resources and programs provided by [RULER in Out-of-School Time](#) and [CASEL](#) for their staff training.
- In addition to safety training, all staff must receive training on safe operations including COVID-19 mitigation strategies, (e.g., mask wearing, social distancing, hand hygiene, cleaning and disinfecting), infection control requirements, and Centers for Disease Control and Prevention (CDC) and state guidelines and protocols.
- There shall be a designated staff person in charge who is eighteen years of age or older on site at all times the child care program is in operation.
- If any program/camp includes activities at a waterfront or swimming area, whether as a regular part of their location or as a field trip, each separate water location must have an appointed on-site director who shall be at least twenty years of age and shall possess an American Red Cross Lifeguard Training current rating or its equivalent.
- Staff acting in a lifeguard capacity shall meet the certification requirements of section 19a-113a-1 of the Regulations of Connecticut State Agencies.
- Staff-to-student ratios when students are in or on the water is one staff person to twelve students for students age 6 or older or a one to nine ratio for students under age 6.
- Staff acting as counselors shall be at least sixteen years of age. Youth acting as counselors-in-training shall be at least fourteen years of age. Each staff member shall meet the age requirements prescribed in this section on or before the date such staff member commences employment at the program/camp.
- Programs must maintain a ratio of at least one staff to ten children under age six, one staff to twelve children under age eleven, and one staff to fifteen children over the age of eleven. The ratio of staff to children shall be maintained at all times. When there is a mixed age group, the lower required ratio for the age of the youngest child shall prevail. The ratio of staff to campers, as specified in this subsection, shall be maintained at all times, including during all outings and trips except for structured activities offered exclusively for school age children.
- Prior to the start of the program/camp, administrators shall develop a written emergency management plan for matters that include, but are not limited to: fire, crisis response, medical incidents, weather related incidents, man-made disasters, natural disasters or acts of terrorism. The plan shall address (1) the evacuation and removal of children to a safe location, (2) lock-down procedures, (3) notification and reunification of parents with

their children, (4) process for notifying emergency personnel, and (5) any necessary methods and procedures for the evacuation and relocation of children with special needs, developed in consultation with the parents of such children. All staff shall be trained on the details of the plan and a copy shall be maintained on-site and available to all staff.

## **VI. Data, Monitoring, and Program Implementation**

In accepting this grant, applicants agree to:

- Comply with all state and federal statutory and regulatory requirements as detailed further in the program assurances sections, including but not limited to all legal requirements regarding oversight of youth programs and access to minors
- Engage with other community stakeholders including the school district to ensure the proposed program is enhancing and not duplicating services.
- Participate in any data collection that is required by the state or federal government for the use of this funding, including but not limited to data on individual camp participants;
- Permit visits from CSDE staff and CSDE research partners at any time during the summer program for quality advising and/or monitoring;
- Agree that the organization applying maintains full responsibility for the operation of the program, regardless of any partnership, volunteer, or subcontract arrangements.
- Ensure program accessibility for individuals with disabilities. Additionally, all materials should be made available in accessible formats (e.g., printed, digital and web based information).
- Provide a final report, in such format provided by the CSDE, no later than November 3, 2023 and no later than November 1, 2024.

## VII. Program Assurances

- Failure to comply with all Assurances and Certifications in this application, all relevant provisions and requirements of the ARP Act of 2021, Public Law 117-2, enacted on March 11, 2021, or any other applicable law or regulation may result in liability under the False Claims Act, 31 U.S.C. § 3729, et seq.; Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Office in 2 CFR part 3485; and 18 USC § 1001, as appropriate;
- The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;
- Utilize funds only for activities allowable under section 2001 of the ARP Act of 2021. No funds shall be used to subsidize or offset executive salaries or benefits of individuals who are not employees of the applicant or engaged partners or for expenditures related to state or local teacher or faculty unions or associations;
- Provide reports as may be required by the CSDE which could include but are not limited to: the methodology used to provide services or assistance to students and staff; the uses of funds (by the applicant organization and/or other entities) and demonstration of their compliance with Section 18003(d), such as any use of funds addressing the digital divide, including securing access to home-based connectivity and remote-use devices, related issues in supporting remote learning for all students, including disadvantaged populations;
- All requests for payment shall be based upon allowable purposes and made in accordance with cash management principles;
- Cooperate with any examination of records with respect to such ARPA funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the United States Department of Education and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority;
- Comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requirements in Subpart D-Post Federal Award Requirements (2 CFR §§200.300-345) and Subpart E-Cost Principles (2 CFR §§200.400-475), which states that funds must be used for purposes that are reasonable, necessary, and allocable under the ARP Act;
- Comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR

parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474;

- Each program will be administered in accordance with applicable statutes, regulations, program plans, and applications;
- Control of funds and property acquired using program funds will be maintained and administered by the appropriate organization;
- Fiscal control and fund accounting procedures will be used to ensure proper disbursement of, and accounting for, federal funds;
- The organization will make reports to the state agency or board and to the Secretary as may be needed for the state agency or board and the Secretary to perform their duties under each program, and each organization will maintain records (as required in Section 443) and provide access to those records as the state board or agency Secretary deems necessary to carry out their responsibilities;
- The organization will provide opportunities for the participation in, planning for, and operation of each program by teachers, parents, and other interested agencies, organizations, and individuals;
- Applications, evaluations, plans, or reports related to each program will be made available to parents and the public;
- Facilities constructed under any program will be consistent with overall state construction plans and standards and with the requirements of Section 504 of the Rehabilitation Act of 1973 in order to ensure that the facilities are accessible to and usable by individuals with disabilities;
- The organization has adopted effective procedures for acquiring and disseminating information and research regarding the programs and for adopting, where appropriate, promising educational practices to teachers and administrators participating in each program;
- None of the funds expended under any applicable program will be used to acquire equipment if such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees;
- Our organization has discussed this grant application with other stakeholders in our community including the school district to ensure we are enhancing and not duplicating services.

## **VIII. Selection and Notification**

Grant applications will be read and scored using the rubric in Appendix A.

The CSDE will notify applicants via email of the status of their proposals by May 1, 2023. If a proposal is selected for funding, the CSDE will initiate a grant award letter.

The level of funding and effective dates of the projects will be set forth in the notification of the grant award. The CSDE will retain all proposals submitted and such proposals will become part of the public domain. As such, applicants should not include any confidential information in their survey responses, including but not limited to student names and other personally identifiable information.

The CSDE reserves the right to award in part, to reject a proposal in its entirety or in part, and to waive technical defects, irregularities or omissions if, in its judgment, the best interest of the state would be served. After receiving the grant application, the CSDE reserves the right not to award all grants or to negotiate specific grant amounts as part of the evaluation process to meet federal requirements or the State Board of Education's priorities. In addition, the CSDE reserves the right to change the dollar amount of grant awards to meet federal guidelines for grant awards.

All awards are subject to availability of federal funds. Grants are not final until award letters are executed.

## IX. How to Apply

Applications must be submitted no later than April 3, 2023 at 5:00PM. Applicants may apply on SDE's [webpage](#).

Questions may be submitted via email at [SDE.Summerenrichment@ct.gov](mailto:SDE.Summerenrichment@ct.gov).

### Application Template

*Applicants are strongly recommended to retain a copy of their application responses prior to submitting.*

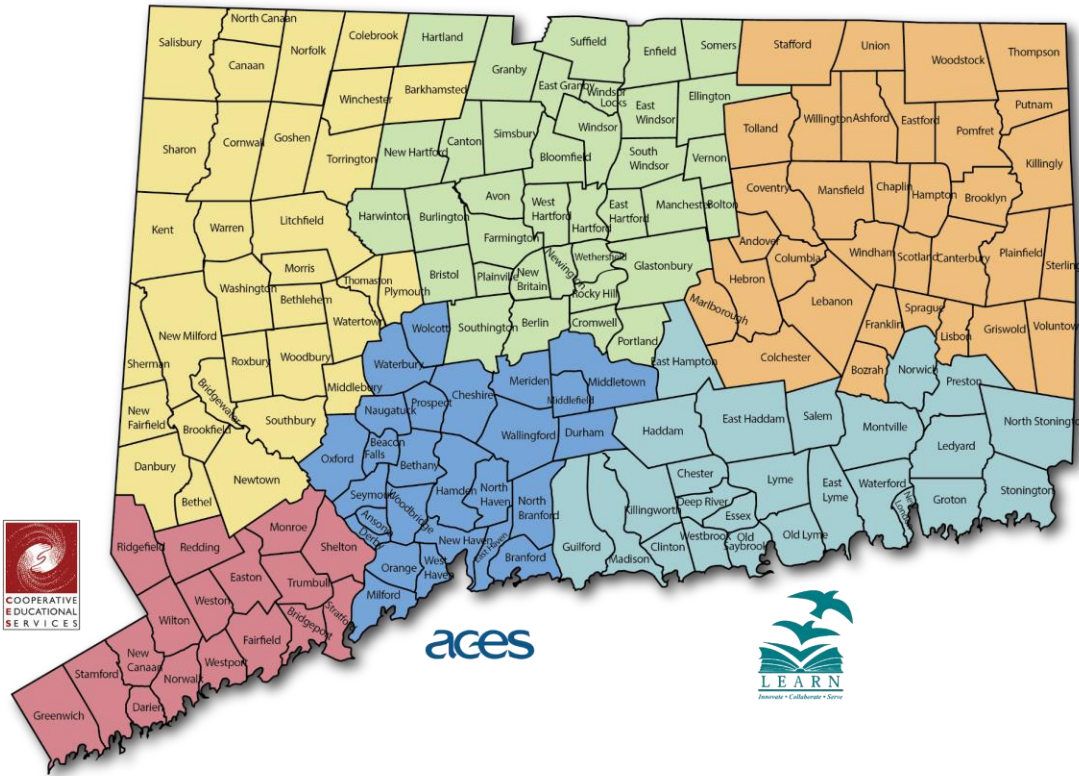
#### **Organization Information**

- Organization Name
- Mailing Street Address
- Mailing City
- Mailing State
- Mailing Zip Code
- Organization Unique Entity Identifier (UEI). If you are unsure what this is, please refer to [SAM.gov](https://sam.gov).

#### **Site Information**

- Site Name
- Site Street Address
- Site City
- Site State
- Site Zip Code
- Site/Program Website

What is the RESC Region of the program site? If you are unfamiliar with the RESC in which your program resides, please use the map below or the [search tool](#). [*drop-down of the six RESCs: ACES, CREC, LEARN, CES, EdAdvance, EASTCONN*]



**Organization Type:**

- Nonprofit organizations with a current, valid child care center or youth camp license from the Office of Early Childhood (OEC)
  - Please enter a valid and unexpired OEC license number.
- License-exempt child care center/youth camp operated by a municipal agency.
- License-exempt child care center/youth camp operated by private school.
- License-exempt child care center/youth camp specifically exempted by statute.
  - Please provide a brief explanation how your program meets this requirement.
- License-exempt not-for-profit community-based organization (CBO) for programs serving exclusively youth ages sixteen or older.
- Local education agency (LEA) that received less than \$1,000,000 in ARPA Elementary and Secondary Emergency School Relief Fund (ESSER) funding.

A description of partnership(s) with other entities must be fully disclosed, if applicable (e.g., a licensed summer camp partnering with a school district to provide SEL programming). Additional points will be awarded to programs that partner with school districts during the summer periods, 2023-2024 school year, and 2024-2025 school year in order to ensure students are prepared for and enthusiastic about returning to school in the fall.

### **Agency Director/Executive**

- Director First Name
- Director Last Name
- Director Title
- Director Street Address
- Director City
- Director State
- Director Zip Code
- Director Telephone
- Director Email

If different than the Agency Director, please provide the following for the primary grant contact:

- Contact Person First Name
- Contact Person Last Name
- Title
- Street Address
- City
- State
- Zip Code
- Telephone
- Email

### **Other Information Requested:**

- Are you applying for an Expansion Grant (up to \$50,000) or an Innovation Grant (between \$50,000 and \$150,000)?
- How much grant funding is your program requesting in Year 1 (Summer 2023)?
- How much grant funding is your program requesting in Year 2 (Summer 2024)?
- How many additional students do you expect to serve in Summer 2023 at this site as a result of receiving this grant?
- How many total students do you plan to serve in Summer 2023 as a result of receiving this grant?
- Should your program be awarded funding, how much does it plan to dedicate for scholarships to reduce or eliminate the costs of attending for Summer 2023?
- How many of the total program participants are expected to need scholarship funding to participate in Summer 2023?
- What is your program's anticipated total budget for summer 2023?
- 2023 Program Dates of Operation. Please select all that apply:
  - June 5 - June 9, 2023
  - June 12 - June 16, 2023
  - June 19 - June 23, 2023
  - June 26 - June 30, 2023
  - July 3 - July 7, 2023

- July 10 - July 14, 2023
  - July 17 - July 21, 2023
  - July 24 - July 28, 2023
  - July 31 - August 4, 2023
  - August 7 - August 11, 2023
  - August 14 - August 18, 2023
  - August 21 - August 25, 2023
  - August 28 - September 1, 2023
- Program Schedule. Please check all that apply:
    - Morning (8am-12pm)
    - Afternoon (12pm-5pm)
    - Evening (5pm-8pm)
  - Total hours of programming in Summer 2023 (i.e. 4 weeks of programming, 5 days a week, for 8 hours a day equals 160 total hours)
  - Program Cost. Please check all that apply:
    - Program fee
    - Scholarships available
    - Free for all participants
  - Minimum Age Served?
  - Maximum Aged Served?
  - Does your program serve food to students?
  - Does your program provide water to students?
  - Does your program serve or cater to students with disabilities?
  - Has your program provided summer or after-school programs each year for the last two years (2021 and 2022)?
  - Is your program interested in purchasing an account with the [CTREAP portal](#)? For the next two summers, enrichment programs will be able to advertise for necessary summer staff positions on the CTREAP portal, which is widely used by Connecticut districts for recruiting and hiring educators. If a program has multiple sites, each site can receive their own account to post positions/jobs at a cost of \$208 per account. Accounts will be available from May 1, 2023 to September 1, 2023 and from May 1, 2024 to September 1, 2024. Camps that are requesting a CTREAP portal must budget \$208 in this application to cover the costs of the account.

**Proposal Narrative**

1. Why does your program need this summer enrichment grant funding over the next two summer periods? Describe the students served, age levels, and particular need in this community/group of students. (1500 characters max)
2. Describe the camp activities and how your program will provide novel and innovative experiences inside and outside the camp that foster curiosity, generate excitement among campers, and/or promote cross-cultural understanding. (3000 characters max)
3. What outcomes does your program aspire for students to achieve by participating in your program? What research or evidence does your program draw on to highlight the impact of the program on these outcomes? (3000 characters max)
4. Provide detail on program logistics, including: start and end dates; operational hours; facilities; transportation plan; and how meals and snacks will be handled. (3000 characters max)
5. Describe how your program intends to adequately staff all programming and operations, especially if your program is serving more students this summer, while meeting the required staff-to-student ratios outlined in this RFP. (3000 characters max)
6. Describe the staff training and behavioral supports your program will provide to assure the social, emotional, mental and physical health of students. (1500 characters max)
7. Describe how your program is partnering with school districts, community organizations, and other entities during the summer and into the 2023-24 school year to ensure students are prepared for and enthusiastic about returning to school in the fall.
8. Describe how program participants will be recruited. Provide any evidence of demand from families for children to attend your camp. (1500 characters max)
9. Provide a budget and a budget narrative with specific detail on how the grant funding would be spent in Summer 2023 ONLY. If applicable, include any other sources of additional funding, including in-kind resources such as facilities, that your program will use to sustain itself for the next two summers. Camps that are requesting a CTREAP portal must budget \$208 to cover the costs of the account.
10. Program assurances - Organization agrees to abide by all requirements (Yes or No)

## **Budget**

Please submit one budget (for Summer 2023 ONLY) using the 6 Budget Categories described in Appendix B. Examples of a high-quality, detailed budget and of a low-quality, poorly written budget are both provided below. Applicants should follow the format, conciseness, and level of detail provided in the “High-Quality Budget” when preparing their budgets.

### **Example of a High-Quality Budget**

<b>Budget Code</b>	<b>Description of Funded Activity</b>	<b>Cost</b>
100 Personal Services – Employee Salary	<ol style="list-style-type: none"> <li>2 full-time Summer Camp Staff at \$14 per hour, for a total of 320 hours over the 8 week span, totaling \$8,960</li> <li>1 full-time Summer Camp Director at \$20 per hour, for a total of 320 hours over the 8 week span, totaling \$6,400</li> <li>CT REAP portal, \$208</li> </ol>	\$15,568
200 Personal Services – Employee Benefits	<ol style="list-style-type: none"> <li>Social Security: \$15,360 x 6.2%, totaling \$952.32</li> <li>Unemployment Insurance: \$15,360 x 8.3%, totaling \$1,274.88</li> <li>Workers Compensation Insurance: \$15,360 x 3.2%, totaling \$491.52</li> </ol>	\$2,719
300 Purchased Professional and Technical Services	<ol style="list-style-type: none"> <li>5 round trip bus rides from camp to field trip location @ \$700/trip</li> </ol>	\$3500
400 Purchased Property Services	N/A	\$0
500 Other Purchased Services	<ol style="list-style-type: none"> <li>27 Full Summer Scholarships x 8 weeks of camp x \$310 per week = \$66,960.</li> </ol> <p>This funding will be used to cover direct staffing costs, as well as food and meals and camp supplies, for these campers:</p> <ol style="list-style-type: none"> <li>Camp Director - 1 x 40 hours x \$32.70 x 8 weeks = \$10,464</li> <li>Assistant Camp Director - 1 x 40 hours x \$25.50 x 8 weeks = \$8,160</li> <li>Age Group Directors - 1 x 40 hours x \$23.25 x 8 weeks = \$7,440</li> <li>Age Group Supervisors - 1 x 40 hours x \$18.00 x 8 weeks = \$5,760</li> <li>Aquatics Director - 1 x 40 hours x \$18.00 x 8 weeks = \$5,760</li> <li>Camp Counselors - 4 counselors x \$15 x 40 hours x 8 weeks = \$19,200</li> <li>Daily snacks and hot lunch - \$250 per students x 27 kids = \$6,750</li> <li>Camp Supplies (Art Supplies, Sports Equipment) = \$3,426</li> </ol>	\$66,960
600 Supplies	<ol style="list-style-type: none"> <li>Camper T-Shirts = \$10 per shirt x 2 shirts per camper x 27 campers = \$540</li> <li>4 Chess Sets @ \$31.00/ea = \$124.00</li> <li>10 Connect Four Games @ \$10.00/ea = \$100.00</li> <li>3 @ \$100.00 Board Scrabble Game = \$300.00</li> </ol>	\$1,064
800 Miscellaneous	DO NOT PUT ANYTHING IN THIS CATEGORY	\$0
Total		\$89,811

### **Example of a Low-Quality Budget**

Budget Code	Description of Funded Activity	Cost
100 Personal Services – Employee Salary	Staffing	\$15,568
200 Personal Services – Employee Benefits	FICA, etc.	\$2,719
300 Purchased Professional and Technical Services	Buses	\$3,500
400 Purchased Property Services	N/A	
500 Other Purchased Services	27 Full Summer Scholarships	\$66,960
600 Supplies	Games, supplies, t-shirts	\$1,064
800 Miscellaneous	Miscellaneous, indirect costs	\$10,000
Total		\$99,811

## Appendix A: Scoring Rubric

	EXCELLENT	GOOD	MARGINAL	INADEQUATE
	(well-conceived and thoroughly developed)	(clear and complete)	(requires additional clarification)	(information not provided)
<b>Question 1. NEED FOR PROJECT (30 points max)</b>				
Provides a clear rationale for why project funding is needed for two summer periods.	15	10	5	0
Provides a description of the students to be served and makes a strong case for the specific needs of this community, focused on the disproportionate impact of COVID-19 on student subgroups (each major racial and ethnic group, children from low-income families, children with disabilities, English learners, gender, migrant students, students experiencing homelessness, and children and youth in foster care).	15	10	5	0
<b>Questions 2. + 3. QUALITY OF PROJECT DESIGN (75 points max)</b>				
Program provides a variety of enrichment activities programming that provide novel and innovative experiences and/or promote cross-cultural understanding.	15	10	5	0
Program discusses key outcomes for students who participate in the program	15	10	5	0
Program is evidence-based and demonstrates, either through available research, past program data, or by other means, a superior record of improving student outcomes.	15	10	5	0
Program provides students with a wide array of activities from which to choose.	15	10	5	0

Program provides students with opportunities to engage in unstructured time, outdoor activities, and field trips.	15	10	5	0
<b>Questions 4. and 5. PROGRAM LOGISTICS (40 points max)</b>				
Provides detail on program logistics, including: start and end dates; operational hours; facilities; days of operation.	15	10	5	0
Provides detail on transportation, whether it is parent pick-up and drop off or provides transportation, including any transportation to field trips.	5	4	3	0
Provides at least two snacks and lunch and describes how meals and snacks will be provided.	5	4	3	0
Provides a description of program staffing that includes adequate supervision and adheres to staff-to-student ratios.	15	10	5	0
<b>Question 6. STAFF TRAINING AND STUDENT SUPPORTS (25 points max)</b>				
Program describes length and topics of staff training to support students' social, emotional, mental and physical health.	15	10	5	0
Program includes staff positions to specifically support student emotional, mental, and physical health.	10	5	0	0
<b>Question 7. PARTNERSHIPS AND COLLABORATION (30 points max)</b>				
Provides a detailed description of how the program is partnering with school districts, community organizations, and other entities, during the summer	15	10	5	0

periods, into the 2023-24 school year, and into the 2024-2025 school year.				
Describes how their program will focus on ensuring students are prepared for and enthusiastic about returning to school in the fall.	15	10	5	0
<b>Question 8. RECRUITMENT (5 points max)</b>				
Describes a realistic, achievable plan to recruit program participants, including additional expanded capacity	5	4	3	0
<b>Question 9. BUDGET (40 points max)</b>				
The organization provides evidence that it has adequate fiscal health to sustain at least five weeks of summer programming, and has adequate financial controls and policies.	10	4	3	0
Budget narrative provides sufficient detail about how the grant funding would be spent, following the “high-quality” example provided.	15	10	5	0
Funding ask is justified given the number of additional students to be served and the anticipated outcomes.	15	10	5	0
<b>ADDITIONAL POINTS (30 points max)</b>				
The organization has operated a summer or after-school program in the past two years.	5	0	0	0
Program provides more than 5 hours per day (3 points for 6 hours, 5 points for 8 hours, 10 points for 9 or more hours per day) to help with families’ child care needs.	10	5	3	0

Site provides programming five days per week (5 points for 5 days, 4 points for 4 days, 3 points for 3 days).	5	4	3	0
Site provides programming for more than 3 weeks (3 points for 4 weeks, 5 points for 6 weeks, 10 points for 8 or more weeks).	10	5	3	0

## **Appendix B: Budget Code Descriptions**

### **100 Personal Services – Employee Salary**

Amounts paid to employees of the grantee. Include all salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.

### **200 Personal Services – Employee Benefits**

Amounts paid by the grantee on behalf of employees; these amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services.

### **300 Purchased Professional and Technical Services**

Services which, by their nature, can be performed only by persons or firms with specialized skills and knowledge. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided. Included are the services of architects, engineers, auditors, dentists, medical doctors, lawyers, consultants, teachers, accountants, etc.

### **400 Purchased Property Services**

Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

### **500 Other Purchased Services**

Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

### **600 Supplies**

Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

## DATA, MONITORING, AND IMPLEMENTATION

In accepting this grant, the organization agrees to abide by all of the following program requirements:

- Comply with all state and federal statutory and regulatory requirements as detailed further in the program assurances sections, including but not limited to all legal requirements regarding oversight of youth programs and access to minors.
- Engage with other community stakeholders including the school district to ensure the proposed program is enhancing and not duplicating services.
- Participate in any data collection that is required by the state or federal government for the use of this funding.
- Permit visits from CSDE staff and partners at any time during the summer program for quality advising and/or monitoring.
- Agree that the organization applying maintains full responsibility for the operation of the program, regardless of any partnership, volunteer, or subcontract arrangements.
- Ensure program accessibility for individuals with disabilities. Additionally, all materials should be made available in accessible formats (e.g., printed, digital and web based information).
- Provide a final report, in such format provided by the CSDE, no later than November 3, 2023 and November 1, 2024.

I understand that by submitting this grant application, I am agreeing on behalf of the organization to the above requirements if the grant is accepted.

Yes

No



# PROGRAM ASSURANCES

**To the best of my knowledge and belief, all the information and data in this agreement are true and correct. I further certify the following:**

- Failure to comply with all Assurances and Certifications in this application, all relevant provisions and requirements of the American Rescue Plan (ARP) Act of 2021, Public Law 117-2, enacted on March 11, 2021, or any other applicable law or regulation may result in liability under the False Claims Act, 31 U.S.C. § 3729, et seq.; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Office in 2 CFR part 3485; and 18 USC § 1001, as appropriate.
- Utilize funds only for activities allowable under section 2001 of the ARP Act of 2021. No funds shall be used to subsidize or offset executive salaries or benefits of individuals who are not employees of the applicant or engaged partners or for expenditures related to state or local teacher or faculty unions or associations.
- Provide reports as may be required by the CSDE which could include but are not limited to: the methodology used to provide services or assistance to students and staff; the uses of funds (by the applicant organization and/or other entities) and demonstration of their compliance with Section 18003(d), such as any use of funds addressing the digital divide, including securing access to home-based connectivity and remote-use devices, related issues in supporting remote learning for all students, including disadvantaged populations.
- All requests for payment shall be based upon allowable purposes and made in accordance with cash management principles.
- We shall cooperate with any examination of records with respect to such ARP/ESSER funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the United States Department of Education and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.
- We will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requirements in Subpart D-Post Federal Award Requirements (2 CFR §§200.300-345) and Subpart E-Cost Principles (2 CFR §§200.400-475), which states that (ESSER) funds must be used for purposes that are reasonable, necessary, and allocable under the ARP Act.
- We will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part

Yes



No

- Each program will be administered in accordance with applicable statutes, regulations, program plans, and applications.
- Control of funds and property acquired using program funds will be maintained and administered by the appropriate organization.
- Fiscal control and fund accounting procedures will be used to ensure proper disbursement of, and accounting for, federal funds.

organization will make reports to the state agency or board and to the Secretary as needed for the state agency or board and the Secretary to perform their duties under each program, and each organization will maintain records (as required in Section 443) and provide access to those records as the state board or agency Secretary deems necessary to carry out their responsibilities.

- The organization has adopted effective procedures for acquiring and disseminating information and research regarding the programs and for adopting, where appropriate, promising educational practices to teachers and administrators participating in each program.
- None of the funds expended under any applicable program will be used to acquire equipment if such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees.
- Use of Funds. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- Period of Performance. The period of performance for this award begins on the date hereof and ends on September 2, 2022. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs obligated during the period that begins on the date hereof and ends on September 2, 2022.
- Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award. Subrecipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of UST's Compliance and Reporting Guidance, February 28, 2022, Version 3.0 (and any subsequent versions). Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1.
- Maintenance of and Access to Records a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, and the State of Connecticut, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations. Records shall be maintained by subrecipient for a period of five (5) years after all funds have

been expended or returned to Treasury, whichever is later.

- Internal Controls. Subrecipient must establish and maintain effective internal control over the award that provides reasonable assurance that the Subrecipient is managing the State contract in compliance with Federal statutes, regulations, and the terms and conditions of the State contract.
- Safeguard Protected Personally Identifiable Information. Subrecipient shall take steps to safeguard protected personally identifiable information and other information the federal awarding agency or the state designates as sensitive or the Recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
- Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
- Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
- Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- Compliance with Applicable Law and Regulations. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F—Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference. Governmentwide

Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. vii. New Restrictions on Lobbying, 31 C.F.R. Part 21. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. Generally applicable federal environmental laws and regulations. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the State of Connecticut may impose additional conditions on the future reimbursement, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.
- Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury."
- Debts Owed the Federal Government. a. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by

Subrecipient shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

- Disclaimer. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Recipient.  
Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)



Date: April 6, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Missy Orosz, Director of Parks & Recreation

**Subject: Resolution Regarding Mini-Golf to Go Event Booking Contract**

---

The Monroe Parks and Recreation Department wishes to conduct a mini-golf activity for our Summer Fun Days Camp Program for the 2023 season. Our Parks & Recreation Director has recommended the use of Mini-Golf To Go / David Parks / Spin Doctor Entertainment as the vendor for this program.

The vendor's booking contract is attached for your review and consideration.

This agreement has been reviewed, and further negotiated by, our Town Attorney who provided the attached opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

**RESOLUTION #23-050: RESOLVED**, that that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Mini-Golf to Go Event Booking Contract and any associated documents by and between Mini-Golf To Go d/b/a Spin Doctor Entertainment d/b/a David Parks, for the Summer Fun Days camp mini-golf event.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

April 6, 2023

### VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
Mini Golf To Go Event-Parks and Recreation Summer Fun Days (“Agreement”) by and between  
the Town of Monroe (“Town”) and Mini Golf To Go d/b/a Spin Doctor Entertainment d/b/a David Parks  
 (“MGTG”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the Agreement between the Town and MGTG with regard to the provision of certain entertainment services to the Town Parks and Recreation Department during its Summer Fun Days events. I made one revision to the indemnification clause in the Agreement which has been accepted by MGTG.

Therefore, pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”), I approve the Agreement in the form presented and recommend that it be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto



## MINI-GOLF TO GO EVENT BOOKING CONTRACT

Please Sign This Contract And Return With Deposit Of \$0.00 To Book Your Event For Thursday, July 6, 2023:

Mini-Golf To Go  
8 Fleetwood Drive  
Danbury, Ct. 06810  
Tel: 203-743- 9944

Dave Parks - Spin Doctor DJ

Email: [dave@spindoctorentertainment.com](mailto:dave@spindoctorentertainment.com)  
Website: [www.spindoctorentertainment.com](http://www.spindoctorentertainment.com)

Client: **Town of Monroe Parks and Recreation/First Selectman Kenneth M. Kellogg**

1. Type of engagement(s): **Other**
2. Place of engagement: **Wolfe Park, 265 Cutlers Farm Road Monroe**
3. Date(s) and time(s) of engagement(s): **Thursday, July 6, 2023 from 1:30 PM- 3:30 PM**
4. Type of service to be provided: **9 Hole Mini-Golf To Go Package**
5. Fee agreed upon: **9 Hole Mini-Golf To Go Package \$650.00**

**Total Price:\$650.00**

**Town of Monroe Parks and Recreation/First Selectman Kenneth M. Kellogg** will make payments as follows: Deposit of \$0.00 to hold the

date, remainder **\$650.00** payable in cash or check or credit card or Venmo to Mini-Golf to before the end of event unless other payment terms are agreed upon

**There is a \$25.00 fee for any returned checks.**

This contract shall be governed by the laws of the State of Connecticut. The courts of the State of Connecticut shall have exclusive jurisdiction over any dispute arising under this contract. The losing party agrees to pay all court and legal fees associated with the enforcement of this contract. Any modifications to this contract are to be attached to this contract and are hereby referred to as "Amendment" and must be signed by both parties. This contract is not binding until both parties have agreed to it's terms and have signed below.

**Please sign & return a copy of BOTH pages of this contract TO RESERVE YOUR DATE.**

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Mini-Golf To Go :** \_\_\_\_\_ **David Parks/Owner/Golf Pro** \_\_\_\_\_ **Date:** \_\_\_\_ 3/17/2023 \_\_\_\_\_

**Additional Contract Terms and Guidelines**

**1) Customer assumes all responsibility for injuries to persons or damages to property, and agrees to release and hold Mini-Golf To Go and David Parks/ Spin Doctor Entertainment harmless for any and all claims, of whatsoever nature, arising out of use of the equipment during the duration of this contract, except if such injury to person or property is caused by any act or omission of Mini-Golf To Go and David Parks/ Spin Doctor Entertainment including defective equipment or set-up. In the event that the release and hold harmless as contained herein is held unenforceable for any reason, Customer hereby agrees to a limit on any damages claimed by Customer to the total paid to Mini-Golf To Go for the rental.**

\_\_\_\_\_ **Initial here**

**2) Mini-Golf assumes all responsibility for injuries to persons or damages to property while transporting, loading in, setting up and loading out of the golf course while on the property.**

**3) Mini-Golf to go promotes safe activities and has zero tolerance for any misuse of rules. We reserve the right to remove ANY players from our Equipment that do not adhere to posted rules.**

**4) Cancellation of any event must be made in writing and received by Mini-Golf To Go not less than 30 days prior to the event. Should the scheduled location become unavailable due to closure, client may cancel without penalty. Outside events cancelled due to inclement weather may be moved inside or rescheduled based on availability of the Equipment to a new mutually agreed upon date.**

**5) An inventory will be performed before and after event. Customer agrees to pay in full, the replacement cost, including labor, for all damages to or missing rental Equipment.**

\_\_\_\_\_ **Initial here**

**6) It can take up to one (1) hour to unload and set up the Equipment and up to one (1) hour at the conclusion of the event to remove the course from the location.**

**7)** The location where the Equipment is to be set up must be free of any debris, sports equipment or any other items.

**8)** The Equipment may be set up inside or outside. In the event of inclement weather, Mini-Golf alone will have final determination as to whether the course can be setup. Mini-Golf reserves the right to terminate play if rain is imminent as shown on Doppler radar apps or if thunder is heard. In addition, If set up outside, it needs to be on the most level area available, such as a sports field (grassy area only) or parking lot. The area must be free of dirt, mud, flowing or standing water.

\_\_\_\_\_ **Initial here**

**9)** A minimum area of 1,200 square feet or greater is needed for the Equipment. The more space that is available, the more we are able to spread out the Equipment.

**10)** If the Equipment is to be set up inside a building, there must be handicap ramp accessibility. The ramp must provide straight access to the building without angles or turns. If the only access into the building is up stairs, an additional fee will apply.

**11)** Equipment is to be set up on the ground or 1<sup>st</sup> floor. If setup is on higher floors, a freight elevator with a minimum of nine (9) feet in depth is required. Equipment cannot be carried up inside stairs.

**12)** The customer shall be responsible for obtaining any special permits and/or permissions if required.

**13)** If the Equipment is to be set up in a school's all purpose room, gymnasium or cafeteria, please advise any school personnel, that might use that space, of our presence and the times that the space will be occupied (see first page for times).

**14)** The signatory of this contract, or a designated representative must be on site one hour prior to the scheduled start time (see first page for times).

It is the responsibility of the person or organization hiring this miniature golf course ("Equipment") to ensure that all possible precautions are taken to avoid injury to people or damage to the Equipment. Please ensure that these safety instructions are followed:

- 1) No food, drink, or chewing gum on or around the Equipment. This will avoid a choking risk and keep the Equipment clean.
- 2) A minimum of one (1) responsible adult (other than Mini-Golf To Go staff member) must aide in the supervision of the Equipment and players at all times.
- 3) No pets, toys, or sharp instruments on the Equipment at any time.

**To ensure a smooth-running event of "Mini-Golf To Go" please review the terms and guidelines for the event and sign below.**

**By signing below, I acknowledge I have read and understand the above additional terms and guidelines contained in this contract .**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)



Date: April 6, 2023  
To: Jonathan Formichella, Town Council Chair  
From: Kenneth M. Kellogg, First Selectman   
cc: Kim Cassia, Director of Community & Social Services  
**Subject: Resolution Regarding 3 Day Blinds**

---

Our Director of Community & Social Services would like to replace the existing, old window blinds at the Senior Center. She has identified 3 Day Blinds, LLC ("3DB") as an appropriate vendor for this effort. The project will be paid from funds bequeathed to the Senior Center from the James Fogarty estate.

3DB has provided their Contract for this purchase, which has been reviewed by our Town Attorney, who provided the attached opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

**RESOLUTION #23-051: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Contract and Consent to Use Electronic Records and Signatures, and any associated documents by and between 3 Day Blinds LLC, for the Senior Center.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

April 6, 2023

### **VIA ELECTRONIC DELIVERY**

Hon. Kenneth M. Kellogg  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion  
Senior Center Window Blinds Agreement (“Agreement”) by and between  
the Town of Monroe (“Town”) and 3 Day Blinds, LLC (“3DB”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the Agreement between the Town and 3DB with regard to the delivery and installation of windows blinds at the Senior Center.

In light of the scope and purpose of the Agreement, I approve the Agreement pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”). I further recommend that it be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto

# Contract

---

**Customer Name:** TOWN OF MONROE CONNECTICUT

**Order Number:** 1089266

**Name and Address of "Contractor"**

Notice of Cancellation may be sent here:

3 Day Blinds LLC  
167 Technology Drive  
Irvine, CA 92618  
(800) 800-3329

**Name and Billing Address of "Buyer"**

Name: TOWN OF MONROE CONNECTICUT  
Address: 235 CUTLERS FARM RD , MONROE,  
CT 06468  
Phone: (203) 452-2815  
Email Address: jgardino@monroect.org  
Date Buyer Signed Contract: 03/23/2023

**1. Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:**

- a. **Installation Address:** 235 CUTLERS FARM RD MONROE, CT 06468
- b. **Scope of Work:** Contractor shall perform the scope of work and supply the materials specified in the Order attached to this Contract ("Contract") and incorporated herein by reference. These specifications cannot be changed without a written change order. Unless otherwise indicated in the Order or Product Disclaimers and Information, the Contract Price includes delivery, set up, assembly, unpacking and installation. Contractor or Contractor's third-party installer will call Buyer to schedule an installation appointment after the products have been delivered. Buyer represents and warrants that Buyer has read the Order and Product Disclaimers and Information and acknowledges that these terms are accurate.
- c. **Product Disclaimers:** Buyer has read and agrees to all product disclaimers specified in the Product Disclaimers and Information.
- d. **Installation.** Buyer acknowledges and agrees that Contractor may engage a third-party installer as an independent contractor to perform certain services and work identified herein, including installation of products. All such services will be performed during normal business hours.
- e. **Warranty.** The scope of work is covered exclusively by the attached Limited Lifetime Warranty.

- 2. **Contract Price.** Buyer shall pay to Contractor \$6,695.08 (the "Contract Price"). The details of the Contract Price are included in the Order.
- 3. **Acceptance.** Buyer's acceptance of the Contract is expressly limited to the terms of the Contract. These terms can only be changed in a written amendment signed by the Buyer and an officer of 3 Day Blinds LLC. Buyer expressly acknowledges that there are no oral agreements between the parties not set forth in this Contract.
- 4. **Superseding.** This signed Contract supersedes and replaces any previously signed Contract, if any, for Order Number 1089266, provided however that Buyer acknowledges the three day right to cancel Order 1089266 runs from the original transaction date and no new right to cancel results from the modification, amendment or replacement of or change to that original transaction.
- 5. **Confirmation of Contract Required.** The order is taken by a design consultant. Buyer agrees that the Order and this Contract are subject to final confirmation of terms and pricing by Contractor, and

are further subject to availability of goods, absent either of which Buyer agrees that Contractor may, in its sole discretion, elect to reject the Contract.

6. **Payment.** The Contract Price must be paid in full before the merchandise is installed. ALL CHECKS MUST BE MADE PAYABLE TO 3 DAY BLINDS LLC. Payment to 3 Day Blinds LLC should be given to your design consultant and check payments should never be made payable to the name of your design consultant. DO NOT make any payments to your installer. **Any unpaid balance, including without limitation, packaging and handling, installation and taxes (if applicable) is due in full prior to installation and will be charged to the credit or debit card or bank account used for the initial payment, at the time installation is scheduled.**

---

Click here to insert my electronic signature

---

7. **Check or ACH/EFT Return Charge.** If a credit card, ACH or EFT charge, or check, is returned as unpaid or insufficient, Buyer will pay Contractor the amount incurred by its bank but not less than \$25.
8. **Nonpayment by Buyer.** If the Buyer fails to pay any amount due to Contractor or breaches any other obligation under this Contract, Buyer shall be in default hereunder and Contractor shall, in addition to any and all rights and remedies at law or in equity, have the right to immediately suspend the work and/or terminate the Contract and recover from Buyer any and all damages resulting therefrom. If payment is not timely made, Buyer agrees to pay simple interest at the rate of ten percent (10%) per annum on any outstanding and unpaid amounts.
9. **Final Payment and Warranty.** Any and all warranties by Contractor, express or implied, shall not be valid unless and until payment in full is made pursuant to this Contract.
10. **Suitability.** Buyer has made all decisions concerning the selection, color and style of the merchandise purchased.
11. **Inspection.** Buyer must inspect the merchandise upon delivery to Buyer. Buyer must make any claims for damage within 30 days of the earlier of (i) receipt of product or (ii) installation of product.
12. **Window Covering Take Down.** If the Order for this Contract does not include the removal or take down of existing window coverings and all brackets, it is Buyer's responsibility to ensure all existing window coverings being replaced by Contractor are removed before the date of installation of the new window coverings. If, by the time Contractor or its installer begins to install the new window coverings, the existing window coverings and all brackets are not removed, Contractor, or its installer, will remove and dispose of the existing window coverings and brackets, for an additional charge of between \$15.00 and \$20.00 per window, which will be added to the Contract Price.
13. **Delivery Date Estimates.** All delivery dates listed in the Contract or otherwise represented are only estimates and are subject to change without notice, including but not limited to, changes caused by a Permitted Delay. Contractor shall have no liability for any such delay.
14. **Security Interest.** Buyer grants Contractor a security interest in the merchandise to secure Buyer's obligation to pay the purchase price. Contractor will have the rights of a secured party under the Connecticut Commercial Code. Buyer further authorizes Contractor to file a Uniform Commercial Code (UCC) financing statement with respect to the merchandise to secure payment of the purchase price by Buyer, as deemed necessary by Contractor in its reasonable discretion.
15. **Intentionally Left Blank.**
16. **Additional Information.** To request a copy of this Contract, please send a written request to [CustomerCare@3day.com](mailto:CustomerCare@3day.com).
17. **Privacy Policy.** Contractor does not share your information with third party marketing companies. For more information go to [www.3dayblinds.com/privacy-policy](http://www.3dayblinds.com/privacy-policy).
18. **Severability.** Every provision of this Contract is intended to be severable such that, if any term or provision hereof is invalid for any reason whatsoever, such provision shall be severed from this Contract and shall not affect the validity of the remainder of the Contract.

19. **Choice of Law.** This Contract has been negotiated and entered into in the State of Connecticut, Contractor was formed in the State of Connecticut, and the order will be processed in Connecticut. Accordingly, Buyer and Contractor agree that the Contract shall be construed, interpreted, governed and enforced in accordance with the laws of Connecticut. To the extent, only, that the arbitration provision of Section 22 is inapplicable, the parties hereby expressly submit themselves to the exclusive jurisdiction of the federal and state courts of Connecticut for the determination of any controversy arising out of, related to, or in any way connected with this Contract.
20. **Limitation on Remedies.** In the event of any breach by Contractor of its obligations under this Contract, Buyer agrees that Contractor shall in no event be liable to Buyer for any consequential, special or punitive damages, and in no event shall Buyer's recovery in monetary damages exceed the total amount paid by Buyer to Contractor hereunder.
21. **Class Action Waiver.** Except as otherwise required under applicable law, Buyer and Contractor intend and expressly agree that class action and/or representative action procedures shall not be asserted, nor apply, in any action, arbitration or proceeding (1) relating in any way, arising out of, or in any way connected with this Contract, and/or (2) for claims against one another. Contractor and Buyer further intend and expressly agree that each Contractor and Buyer shall each submit and/or assert only their own claims in any action, proceeding, or arbitration, and will not seek to represent the interests of any other person or entity, or assert representative claims.
22. **Arbitration.** Notwithstanding anything to the contrary, any dispute, claim or controversy, in any way arising out of, connected with, or relating to (a) Company's goods or services, including installation services, or (b) this Contract, including the breach, termination, enforcement, interpretation or validity thereof, and including the determination of the scope or applicability of this agreement to arbitrate, and whether a claim is arbitrable hereunder, or (c) the relationship of the Parties, shall be determined by binding, non-appealable arbitration Hartford, Connecticut before one retired judge of the Hartford Superior Court. With respect to procedure, the arbitrator shall be required to apply and follow the Federal Arbitration Act ("FAA"). Further, Buyer and Contractor intend and expressly agree that the Class Action Waiver provisions of Section 21 shall be applied in any such arbitration. With respect to substantive law, the arbitrator shall be required to apply and follow the substantive laws of the State of Connecticut, including without limitation those relating to the interpretation, validity, construction, and performance of this Contract. Buyer and Contractor intend and expressly agree that the Limitation on Remedies provisions of Section 20 shall be applied in any such arbitration. The parties shall treat as confidential any and all information relating to the arbitration proceeding. The filing of an action to foreclose upon or enforce a lien (including a mechanic's lien), or any steps to perfect, record or obtain the foreclosure of a lien, shall not be deemed a waiver of the right to compel arbitration and the filing of a petition for arbitration shall toll and stop the running, and avoid the expiration, of any and all statutes of limitations or other deadlines to file an action to enforce or foreclose upon a mechanic's lien by Contractor.
23. **Documents Incorporated into This Contract.** The following documents are incorporated into this Contract and its terms: (i) Order (Scope of Work); (ii) Product Disclaimers and Information; (iii) Limited Lifetime Warranty; and (iv) Notice of Cancellation (in duplicate).
24. **Counterparts.** This Contract may be executed in counterparts, by original, facsimile or PDF signatures and shall be effective on the date last executed by one of the parties hereto if so executed in counterparts.
25. **Permitted Delays.** Neither party shall be deemed to be in default for failure or delay in performance of any of its obligations under this if caused by floods, earthquakes, other acts of God or of third parties, fires, wars, insurrection, riots, terrorism or similar hostilities, strikes, lockouts, any form of labor dispute, government regulations, referenda, acts of or failures to act by governmental authorities, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, inability to secure necessary labor, materials or tools, need for remeasurement or other confirmatory procedures, or other causes beyond either of the parties' reasonable control (each, a "Permitted Delay"). If any such event shall occur, the time for performance by the affected party shall be extended by the period of time of such Permitted Delay.

26. **Approximate Start Date.** Based solely on information known to contractor as of the date of this Contract, Contractor estimates the work will commence on the following approximate date: 03/24/2023. "Substantial commencement of work" means the date on which fabrication of the materials specified in the Order Form begins.
27. **Approximate Completion Date.** Based solely on information known to contractor as of the date of this Contract, Contractor estimates it will achieve substantial completion of the work by the following approximate date: 04/19/2023. Subject, among other things, to Permitted Delays. Buyer acknowledges that the estimated completion date is just an estimate and not a guaranty of when substantial completion of the work will be achieved.
28. **Downpayment.** The amount of the downpayment is **\$0.00**.
29. **Contractor Registration Number.**  
Contractor's Registration Number is: HIC.0644950.

Name and Registration Number of any home improvement salesperson (design consultant who negotiated or solicited this Contract):

Name: Judy Lesiak

Registration Number: HIS.0560573

30. **C.G.S.A. Section 20-429(a)(1)(A)(ix) Disclosure.** Contractor has nothing to disclose.
31. **Three-Day Right to Cancel.**

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

Date: 03/23/2023  I accept these terms

**Buyer**

By:

Name: TOWN OF MONROE  
CONNECTICUT

Dated: 03/23/2023

**Contractor**

**3 Day Blinds LLC**

By: *Scott Mendez*

Name: Scott Mendez, Senior Vice President Sales  
Dated: 03/23/2023

*I have received, reviewed and understand the Contract (including notices of cancellation in duplicate), the Order, Limited Lifetime Warranty, and Product Disclaimers and Information. By signing above, I TOWN OF MONROE CONNECTICUT am agreeing to all of their terms as well as those set forth above.*

*I understand that **All Sales Are Final** once any applicable three-day right to cancel period has expired, and that the total price for this order is \$6,695.08.*

Click here to insert my electronic signature

# Limited Lifetime Warranty

---

**Customer Name:** TOWN OF MONROE CONNECTICUT

**Order Number:** 1089266

3 Day Blinds proudly extends the following warranties on 3 Day Blinds branded products and services provided by 3 Day Blinds to the original buyer, with proof of purchase.

- **What is covered:**
  - Operating mechanisms (other than motors and remote controls) and components are covered for the lifetime of the product.
  - Cords and ladders are covered for seven years. After seven years, a nominal fee applies for repair, or customer can order replacement parts for a small packaging and handling fee.
  - Fabrics, motors and remote controls are covered for five years.
- **What is not covered:**
  - Normal wear and tear. Examples of wear and tear include (but are not limited to) fraying, stains, pet damage, exposure to the elements (including heat, sun, wind, water or moisture), and/or material discoloration or fading over time.
  - Product failure due to improper installation (unless installation services were provided by 3 Day Blinds) or operation, alteration by anyone other than a 3 Day Blinds representative, abuse, misuse, damage from pets or insects.
  - Normal variations in color grain or texture of natural products, slight warping of wood products, and natural color changes to materials that take place over time.
  - Products that exceed size recommendations or are otherwise made outside 3 Day Blinds' specifications.
- **Please note the following:**
  - **Resolution of Warranty Issues:** If it is determined that warranty service is required, it will be determined at the **sole discretion of a 3 Day Blinds representative** whether the product will be repaired or replaced.
  - **Matching Products:** In the event that there are multiple products in the same room, only the defective product will be repaired or replaced. Every effort will be made to match the original specifications. If this is not possible, we will match the product as closely as possible.
  - **Third-Party Branded Products:** Third-party branded products (includes any products not branded with a 3 Day Blinds trademark) are subject to the warranties of the third-party manufacturer which are included with such product, if any.
  - **Damage:** Any damage to the product visible upon delivery or installation must be reported to 3 Day Blinds within 30 days, or this warranty will not apply.

## **Professional Installation Warranty:**

If professional installation services are purchased along with the product, 3 Day Blinds offers a warranty that such installation services will be free from defective installation. This installation warranty extends to the original buyer, with proof of purchase, for up to one year after the completion of the installation.

Additionally, if installation services are purchased, we will come to the location where the products were installed and attempt to perform any necessary repair service covered under this warranty at no additional charge for one year from date of purchase. If it is necessary to remove the product from the installation location in order to complete the repairs, 3 Day Blinds will re-install the product free of charge.

## **Disclaimer and Limitation of Liability:**

There are no warranties that extend beyond this express written warranty, except the implied warranties of merchantability and fitness for a particular purpose. Under no circumstances shall 3 Day Blinds be liable for

lost profits, or other indirect, incidental, consequential, special or exemplary damages. Some states do not allow the exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to everyone. This warranty gives specific legal rights including other rights which vary from state to state.

**Warranty Procedures:** For warranty service, call (800) 800-3329 and have the order number.

---

[Click here to insert my electronic signature](#)

---

## Product Disclaimers and Information

---

**Customer Name:** TOWN OF MONROE CONNECTICUT

**Order Number:** 1089266

- All delivery dates listed in the Contract are only estimates, and are subject to change without notice. Delivery dates may occasionally be impacted by weather, natural disasters, world events, unexpected material back orders or other unanticipated events. In the case of products manufactured by other companies, such deliveries may also be subject to the production schedule of the outside manufacturer.
- Installation of cordless window treatments is recommended where young children or pets may be present. In all circumstances, window treatment pull cords should always be secured by a tension pulley attached to the wall, or wrapped around a cord cleat. For more information, visit [windowcoverings.org](http://windowcoverings.org).
- Outside mounted treatments will allow some light to leak out around the outer edges of the treatment creating a "halo" affect.
- When raised, most blinds and shades will create a "stack", which may partially obstruct the view.
- Installation does not include take down of existing products. Buyer understands that all blinds/brackets must be removed by Buyer prior to installation appointment or an additional charge will apply.

*I have reviewed, understand, and consent to all of the foregoing product disclaimers and information.*

Signed By Buyer:

---

Click here to insert my electronic signature

---

---

Please type your full name as signed acceptance:

# Consent to Use Electronic Records and Signatures

---

**Customer Name:** TOWN OF MONROE CONNECTICUT

**Order Number:** 1089266

In this Consent to Use Electronic Records and Signatures (the "Consent"):

- "You", "your" and "Buyer" means the person or persons giving this Consent.
- "We", "us", "our", "3DB" and "contractor" means 3 Day Blinds, LLC
- "Documents" means each document, disclosure, notice, agreement, fee schedule, statement, record, and/or other information we provide to you, or that you sign or submit or agree to at our request.

You agree and understand as follows:

## **1. Your Consent to use electronic records and signatures; Certain information may or must still be provided in writing.**

You consent to use and receive electronic records for all Documents ("Electronic Records") in lieu of paper records, and agree that we may also use electronic signatures, consents and initials ("Electronic Signatures") and obtain them from you as part of our transactions with you, in lieu of, and with the full force and effect of, a traditional or ink signature. You agree and understand that your Electronic Signature confirms your acceptance of, and intent to be bound by, any Document for which it was given, including this Consent.

In our sole discretion, we may (1) provide you instead with paper records of any Document, even if you have chosen to receive it electronically, or (2) require you to provide to us paper copies of any Document you sign or submit or agree to at our request. Also in our sole discretion, we may require you to provide a written signature, even if you have chosen to provide or have already provided an Electronic Signature.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Document or other communication how you may deliver that notice to us electronically.

## **2. Your Consent covers all 3 Day Blinds Products and Services.**

Your Consent covers all Documents relating to any 3DB product or service.

## **3. You may withdraw your Consent at any time; Effect of withdrawing Consent; How to give notice of withdrawal.**

You have the right to withdraw your Consent at any time. Your withdrawal of Consent will become effective after we have had a reasonable opportunity to act upon it. Your withdrawal of Consent will not affect the legal effectiveness, validity, or enforceability of any Electronic Records or Electronic Signatures provided by or to you prior to the implementation of your withdrawal of Consent. To withdraw your Consent, you may contact us in writing at [CustomerCare@3day.com](mailto:CustomerCare@3day.com).

## **4. Accessing your electronic records; Hardware and software you will need.**

3DB will email you a copy of the applicable Electronic Record, or in some cases may direct you to a website to obtain a copy of the Electronic Record. To access and retain the Electronic Records, you will need the following:

- A computer or mobile device with Internet or mobile connectivity, which in turn has and is capable of supporting:

- For website communications, a Current Version of one of the following web browsers with cookies enabled: Google Chrome, Internet Explorer, or Apple Safari; and
- A Current Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader)
- Access to the email address which you have provided to us in the Contract and which must remain valid and active;
- You will also need a printer if you wish to print out and retain records on paper, and sufficient electronic storage if you wish to retain the Electronic Records in electronic form; and

By "Current Version," we mean a version of the software that is currently being supported by its publisher.

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw.

#### **5. Changes to hardware or software requirements.**

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. In such case, you will have the right to withdraw your Consent without incurring any fees for doing so.

#### **6. Your option to receive paper copies.**

If we provide Electronic Records to you, you may request a paper copy within 180 days of the date the Electronic Record(s) was provided to you, by writing to us at [PreInstallSupport@3day.com](mailto:PreInstallSupport@3day.com). You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law.

Date: 03/23/2023

---

Click here to insert my electronic signature

---

# Order Details

**Client Name:**TOWN OF MONROE  
CONNECTICUT**3 DAY BLINDS®**  
YOU'LL LOVE THE TREATMENT**Client Address:**

235 CUTLERS FARM RD , MONROE, CT 06468

**Client Phone:**

(203) 452-2815

**Alternate Phone:****Installation Address:**

235 CUTLERS FARM RD MONROE, CT 06468

**Design Consultant:**

Judy Lesiak

**Order Number:** 1089266**Delivery Contact:**

Window Treatment Unlimited Plus (Dennis Cardona)

**Delivery Phone:**

(203) 828-6530

**Estimated Installation On or Before:**

Final Installation Dates are pending remeasure.

**COVID-19 Update:** Order may require 1-2 additional business days to arrive due to COVID-19 related delays.

Delivery dates represent expected service for the delivery and installation method selected. Delivery and installation dates may occasionally be impacted by weather, natural disasters, world events, unexpected material back orders or other unanticipated events.

<b>Line 2</b>	<b>Product:</b> METAL MINI BLINDS - CORDLOCK		
	<b>Model:</b> SCULPTED		
	<b>Color:</b> Alabaster Pearl		
	<b>Quantity:</b> 1		<b>Total:</b> \$97.11
<b>Oversold</b> NO	<b>Control Side</b> WAND TILT RIGHT/LIFT	<b>Installing into Steel or Concrete</b> NO	
<b>Room Type</b> OFFICE BUILDING	CORD RIGHT	<b>Top of Window over 10' from</b>	
<b>Window</b> 1 LEFT OFFICES	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO	
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO	
<b>Match Side by Side with Window</b> 2	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO	
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>	
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO	
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>		

<b>Line 3</b>	<b>Product:</b> METAL MINI BLINDS - CORDLOCK		
	<b>Model:</b> SCULPTED		
	<b>Color:</b> Alabaster Pearl		
	<b>Quantity:</b> 1		<b>Total:</b> \$97.11
<b>Oversold</b> NO	<b>Mount Type</b> INSIDE	<b>Control Length</b> DEFAULT - 40% OF	
<b>Room Type</b> OFFICE BUILDING	<b>Mounting Options</b> TOP MOUNT	BLINDS LENGTH	
<b>Window</b> 2	<b>Operating Style</b> SINGLE BLIND	<b>Lightless Slats</b> NO	
<b>Side by Side</b> YES	<b>Control Side</b> WAND TILT LEFT/LIFT	<b>Tile Cut Out</b> NO	
<b>Match Side by Side with Window</b> 1	CORD LEFT	<b>Special Order</b> NO	

Installer / Client Notes  
Installing into Steel or Concrete NO

Top of Window over 10' from  
Floor NO  
Is Window in a Stairway NO

Is this a Ceiling Mount NO  
Are there currently treatments in the  
window NO

Line 4

**Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1

**Total:** \$97.11

Oversold NO  
Room Type OFFICE BUILDING  
Window 3  
Side by Side YES  
Match Side by Side with Window 4  
Mount Type INSIDE  
Mounting Options TOP MOUNT  
Operating Style SINGLE BLIND

Control Side WAND TILT RIGHT/LIFT  
CORD RIGHT  
Control Length DEFAULT - 40% OF  
BLINDS LENGTH  
Lightless Slats NO  
Tile Cut Out NO  
Special Order NO  
Installer / Client Notes

Installing into Steel or Concrete NO  
Top of Window over 10' from  
Floor NO  
Is Window in a Stairway NO  
Is this a Ceiling Mount NO  
Are there currently treatments in the  
window NO

Line 5

**Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1

**Total:** \$97.11

Oversold NO  
Room Type OFFICE BUILDING  
Window 4  
Side by Side YES  
Match Side by Side with Window 3  
Mount Type INSIDE  
Mounting Options TOP MOUNT  
Operating Style SINGLE BLIND

Control Side WAND TILT LEFT/LIFT  
CORD LEFT  
Control Length DEFAULT - 40% OF  
BLINDS LENGTH  
Lightless Slats NO  
Tile Cut Out NO  
Special Order NO  
Installer / Client Notes

Installing into Steel or Concrete NO  
Top of Window over 10' from  
Floor NO  
Is Window in a Stairway NO  
Is this a Ceiling Mount NO  
Are there currently treatments in the  
window NO

Line 6

**Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1

**Total:** \$97.11

Oversold NO  
Room Type OFFICE BUILDING  
Window 5 CLOSED OFF 1  
Side by Side YES  
Match Side by Side with Window 6  
Mount Type INSIDE  
Mounting Options TOP MOUNT  
Operating Style SINGLE BLIND

Control Side WAND TILT RIGHT/LIFT  
CORD RIGHT  
Control Length DEFAULT - 40% OF  
BLINDS LENGTH  
Lightless Slats NO  
Tile Cut Out NO  
Special Order NO  
Installer / Client Notes

Installing into Steel or Concrete NO  
Top of Window over 10' from  
Floor NO  
Is Window in a Stairway NO  
Is this a Ceiling Mount NO  
Are there currently treatments in the  
window NO

Line 7

**Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1

**Total:** \$97.11

Oversold NO  
Room Type OFFICE BUILDING

Window 6  
Side by Side YES

Match Side by Side with Window 5  
Mount Type INSIDE

**Mounting Options** TOP MOUNT  
**Operating Style** SINGLE BLIND  
**Control Side** WAND TILT LEFT/LIFT  
CORD LEFT  
**Control Length** DEFAULT - 40% OF  
BLINDS LENGTH

**Lightless Slats** NO  
**Tile Cut Out** NO  
**Special Order** NO  
**Installer / Client Notes**  
**Installing into Steel or Concrete** NO

**Top of Window over 10' from  
Floor** NO  
**Is Window in a Stairway** NO  
**Is this a Ceiling Mount** NO  
**Are there currently treatments in the  
window** NO

---

**Line 8**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

**Oversold** NO  
**Room Type** OFFICE BUILDING  
**Window 7**  
**Side by Side** YES  
**Match Side by Side with Window 8**  
**Mount Type** INSIDE  
**Mounting Options** TOP MOUNT  
**Operating Style** SINGLE BLIND

**Control Side** WAND TILT RIGHT/LIFT  
CORD RIGHT  
**Control Length** DEFAULT - 40% OF  
BLINDS LENGTH  
**Lightless Slats** NO  
**Tile Cut Out** NO  
**Special Order** NO  
**Installer / Client Notes**

**Installing into Steel or Concrete** NO  
**Top of Window over 10' from  
Floor** NO  
**Is Window in a Stairway** NO  
**Is this a Ceiling Mount** NO  
**Are there currently treatments in the  
window** NO

---

**Line 9**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$136.87

---

**Oversold** NO  
**Room Type** OFFICE BUILDING  
**Window 8**  
**Side by Side** YES  
**Match Side by Side with Window 7**  
**Mount Type** INSIDE  
**Mounting Options** TOP MOUNT  
**Operating Style** SINGLE BLIND

**Control Side** WAND TILT LEFT/LIFT  
CORD LEFT  
**Control Length** DEFAULT - 40% OF  
BLINDS LENGTH  
**Lightless Slats** YES  
**Tile Cut Out** NO  
**Special Order** NO  
**Installer / Client Notes**

**Installing into Steel or Concrete** NO  
**Top of Window over 10' from  
Floor** NO  
**Is Window in a Stairway** NO  
**Is this a Ceiling Mount** NO  
**Are there currently treatments in the  
window** NO

---

**Line 10**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

**Oversold** NO  
**Room Type** OFFICE BUILDING  
**Window 9** CLOSED OFFICE 2  
**Side by Side** YES  
**Match Side by Side with Window 10**  
**Mount Type** INSIDE  
**Mounting Options** TOP MOUNT  
**Operating Style** SINGLE BLIND

**Control Side** WAND TILT RIGHT/LIFT  
CORD RIGHT  
**Control Length** DEFAULT - 40% OF  
BLINDS LENGTH  
**Lightless Slats** NO  
**Tile Cut Out** NO  
**Special Order** NO  
**Installer / Client Notes**

**Installing into Steel or Concrete** NO  
**Top of Window over 10' from  
Floor** NO  
**Is Window in a Stairway** NO  
**Is this a Ceiling Mount** NO  
**Are there currently treatments in the  
window** NO

---

**Line 11**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED

**Color:** Alabaster Pearl

**Quantity:** 1

**Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT LEFT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD LEFT	<b>Top of Window over 10' from</b>
<b>Window</b> 10	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 9	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

**Line 12**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT RIGHT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD RIGHT	<b>Top of Window over 10' from</b>
<b>Window</b> 11 CLOSED OFFICE 3	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 12	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

**Line 13**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT LEFT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD LEFT	<b>Top of Window over 10' from</b>
<b>Window</b> 12	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 11	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

**Line 14**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT RIGHT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD RIGHT	<b>Top of Window over 10' from</b>
<b>Window</b> 1 BACK ROOM LEFT	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 2	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

**Line 15**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT LEFT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD LEFT	<b>Top of Window over 10' from</b>
<b>Window</b> 2	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 1	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

**Line 16**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT RIGHT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD RIGHT	<b>Top of Window over 10' from</b>
<b>Window</b> 3	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 4	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

**Line 17**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT LEFT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD LEFT	<b>Top of Window over 10' from</b>
<b>Window</b> 4	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 5	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

**Line 18**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT RIGHT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD RIGHT	<b>Top of Window over 10' from</b>
<b>Window</b> 5	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 6	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

**Line 19**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT LEFT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD LEFT	<b>Top of Window over 10' from</b>
<b>Window</b> 6	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 7	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

**Line 20**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT LEFT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD LEFT	<b>Top of Window over 10' from</b>
<b>Window</b> 7	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 6	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

**Line 21**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

<b>Oversold</b> NO	<b>Mounting Options</b> TOP MOUNT	<b>Lightless Slats</b> NO
<b>Room Type</b> OFFICE BUILDING	<b>Operating Style</b> SINGLE BLIND	<b>Tile Cut Out</b> NO
<b>Window</b> 8	<b>Control Side</b> WAND TILT RIGHT/LIFT	<b>Special Order</b> NO
<b>Side by Side</b> YES	CORD RIGHT	<b>Installer / Client Notes</b>
<b>Match Side by Side with Window</b> 9	<b>Control Length</b> DEFAULT - 40% OF	<b>Installing into Steel or Concrete</b> NO
<b>Mount Type</b> INSIDE	BLINDS LENGTH	

Top of Window over 10' from  
Floor NO

Is Window in a Stairway NO  
Is this a Ceiling Mount NO

Are there currently treatments in the  
window NO

---

**Line 22**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

**Oversold** NO      **Control Side** WAND TILT LEFT/LIFT      **Installing into Steel or Concrete** NO  
**Room Type** OFFICE BUILDING      **CORD LEFT**      **Top of Window over 10' from**  
**Window** 9      **Control Length** DEFAULT - 40% OF      **Floor** NO  
**Side by Side** YES      **BLINDS LENGTH**      **Is Window in a Stairway** NO  
**Match Side by Side with Window** 8      **Lightless Slats** NO      **Is this a Ceiling Mount** NO  
**Mount Type** INSIDE      **Tile Cut Out** NO      **Are there currently treatments in the**  
**Mounting Options** TOP MOUNT      **Special Order** NO      **window** NO  
**Operating Style** SINGLE BLIND      **Installer / Client Notes**

---

**Line 23**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$125.79

---

**Oversold** NO      **Control Length** DEFAULT - 40% OF      **Top of Window over 10' from**  
**Room Type** OFFICE BUILDING      **BLINDS LENGTH**      **Floor** NO  
**Window** REAR RM R SIDE DOOR      **Lightless Slats** NO      **Is Window in a Stairway** NO  
**Side by Side** NO      **Clearance** NONE      **Is this a Ceiling Mount** NO  
**Mount Type** OUTSIDE      **Tile Cut Out** NO      **Are there currently treatments in the**  
**Mounting Options** TOP MOUNT      **Hold Down Brackets** NO      **window** NO  
**Operating Style** SINGLE BLIND      **Special Order** NO  
**Control Side** WAND TILT LEFT/LIFT      **Installer / Client Notes**  
**CORD LEFT**      **Installing into Steel or Concrete** YES

---

**Line 24**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$100.37

---

**Oversold** NO      **Control Length** DEFAULT - 40% OF      **Top of Window over 10' from**  
**Room Type** OFFICE BUILDING      **BLINDS LENGTH**      **Floor** NO  
**Window** 2 DOOR      **Lightless Slats** NO      **Is Window in a Stairway** NO  
**Side by Side** NO      **Clearance** NONE      **Is this a Ceiling Mount** NO  
**Mount Type** OUTSIDE      **Tile Cut Out** NO      **Are there currently treatments in the**  
**Mounting Options** TOP MOUNT      **Hold Down Brackets** YES      **window** NO  
**Operating Style** SINGLE BLIND      **Special Order** NO  
**Control Side** WAND TILT LEFT/LIFT      **Installer / Client Notes**  
**CORD LEFT**      **Installing into Steel or Concrete** NO

---

**Line 25**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$125.79

---

**Oversold** NO      **Room Type** OFFICE BUILDING      **Window** 3 SIDE OF DOOR



---

**Line 29**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT LEFT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD LEFT	<b>Top of Window over 10' from</b>
<b>Window</b> 7	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 8	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

---

**Line 30**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT LEFT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD LEFT	<b>Top of Window over 10' from</b>
<b>Window</b> 8	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 7	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

---

**Line 31**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT RIGHT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD RIGHT	<b>Top of Window over 10' from</b>
<b>Window</b> 9	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 10	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

---

**Line 32**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Mounting Options</b> TOP MOUNT	<b>Lightless Slats</b> NO
<b>Room Type</b> OFFICE BUILDING	<b>Operating Style</b> SINGLE BLIND	<b>Tile Cut Out</b> NO
<b>Window</b> 10	<b>Control Side</b> WAND TILT RIGHT/LIFT	<b>Special Order</b> NO
<b>Side by Side</b> YES	CORD RIGHT	<b>Installer / Client Notes</b>
<b>Match Side by Side with Window</b> 9	<b>Control Length</b> DEFAULT - 40% OF	<b>Installing into Steel or Concrete</b> NO
<b>Mount Type</b> INSIDE	BLINDS LENGTH	

Top of Window over 10' from  
Floor NO

Is Window in a Stairway NO  
Is this a Ceiling Mount NO

Are there currently treatments in the  
window NO

---

**Line 33**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT RIGHT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD RIGHT	<b>Top of Window over 10' from</b>
<b>Window</b> 11	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 12	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

**Line 34**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT LEFT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD LEFT	<b>Top of Window over 10' from</b>
<b>Window</b> 12	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 11	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

**Line 35**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT RIGHT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OTHER	CORD RIGHT	<b>Top of Window over 10' from</b>
<b>Window</b> SERVICE ROOM	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> NO	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Mount Type</b> INSIDE	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mounting Options</b> TOP MOUNT	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Operating Style</b> SINGLE BLIND	<b>Special Order</b> NO	<b>window</b> NO
	<b>Installer / Client Notes</b>	

---

**Line 36**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Side by Side</b> YES	<b>Mounting Options</b> TOP MOUNT
<b>Room Type</b> OFFICE BUILDING	<b>Match Side by Side with Window</b> 2	<b>Operating Style</b> SINGLE BLIND
<b>Window</b> FRONT LIVING ROOM 1	<b>Mount Type</b> INSIDE	

**Control Side** WAND TILT RIGHT/LIFT  
CORD RIGHT  
**Control Length** DEFAULT - 40% OF  
BLINDS LENGTH  
**Lightless Slats** NO  
**Tile Cut Out** NO

**Special Order** NO  
**Installer / Client Notes**  
**Installing into Steel or Concrete** NO  
**Top of Window over 10' from**  
**Floor** NO  
**Is Window in a Stairway** NO

**Is this a Ceiling Mount** NO  
**Are there currently treatments in the**  
**window** NO

---

**Line 37**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

**Oversold** NO  
**Room Type** OFFICE BUILDING  
**Window 2**  
**Side by Side** YES  
**Match Side by Side with Window 1**  
**Mount Type** INSIDE  
**Mounting Options** TOP MOUNT  
**Operating Style** SINGLE BLIND

**Control Side** WAND TILT LEFT/LIFT  
CORD LEFT  
**Control Length** DEFAULT - 40% OF  
BLINDS LENGTH  
**Lightless Slats** NO  
**Tile Cut Out** NO  
**Special Order** NO  
**Installer / Client Notes**

**Installing into Steel or Concrete** NO  
**Top of Window over 10' from**  
**Floor** NO  
**Is Window in a Stairway** NO  
**Is this a Ceiling Mount** NO  
**Are there currently treatments in the**  
**window** NO

---

**Line 38**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

**Oversold** NO  
**Room Type** OFFICE BUILDING  
**Window 3**  
**Side by Side** YES  
**Match Side by Side with Window 4**  
**Mount Type** INSIDE  
**Mounting Options** TOP MOUNT  
**Operating Style** SINGLE BLIND

**Control Side** WAND TILT RIGHT/LIFT  
CORD RIGHT  
**Control Length** DEFAULT - 40% OF  
BLINDS LENGTH  
**Lightless Slats** NO  
**Tile Cut Out** NO  
**Special Order** NO  
**Installer / Client Notes**

**Installing into Steel or Concrete** NO  
**Top of Window over 10' from**  
**Floor** NO  
**Is Window in a Stairway** NO  
**Is this a Ceiling Mount** NO  
**Are there currently treatments in the**  
**window** NO

---

**Line 39**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

**Oversold** NO  
**Room Type** OFFICE BUILDING  
**Window 4**  
**Side by Side** YES  
**Match Side by Side with Window 3**  
**Mount Type** INSIDE  
**Mounting Options** TOP MOUNT  
**Operating Style** SINGLE BLIND

**Control Side** WAND TILT LEFT/LIFT  
CORD LEFT  
**Control Length** DEFAULT - 40% OF  
BLINDS LENGTH  
**Lightless Slats** NO  
**Tile Cut Out** NO  
**Special Order** NO  
**Installer / Client Notes**

**Installing into Steel or Concrete** NO  
**Top of Window over 10' from**  
**Floor** NO  
**Is Window in a Stairway** NO  
**Is this a Ceiling Mount** NO  
**Are there currently treatments in the**  
**window** NO

---

**Line 40**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED

**Color:** Alabaster Pearl

**Quantity:** 1

**Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT RIGHT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD RIGHT	<b>Top of Window over 10' from</b>
<b>Window</b> 5	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 6	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

**Line 41**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT LEFT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD LEFT	<b>Top of Window over 10' from</b>
<b>Window</b> 6	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 5	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

**Line 42**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.11

---

<b>Oversold</b> NO	<b>Control Side</b> WAND TILT RIGHT/LIFT	<b>Installing into Steel or Concrete</b> NO
<b>Room Type</b> OFFICE BUILDING	CORD RIGHT	<b>Top of Window over 10' from</b>
<b>Window</b> 7	<b>Control Length</b> DEFAULT - 40% OF	<b>Floor</b> NO
<b>Side by Side</b> YES	BLINDS LENGTH	<b>Is Window in a Stairway</b> NO
<b>Match Side by Side with Window</b> 8	<b>Lightless Slats</b> NO	<b>Is this a Ceiling Mount</b> NO
<b>Mount Type</b> INSIDE	<b>Tile Cut Out</b> NO	<b>Are there currently treatments in the</b>
<b>Mounting Options</b> TOP MOUNT	<b>Special Order</b> NO	<b>window</b> NO
<b>Operating Style</b> SINGLE BLIND	<b>Installer / Client Notes</b>	

---

**Line 43**      **Product:** METAL MINI BLINDS - CORDLOCK  
**Model:** SCULPTED  
**Color:** Alabaster Pearl  
**Quantity:** 1      **Total:** \$97.13

---

---

**Oversold** NO  
**Room Type** OFFICE BUILDING  
**Window 8**  
**Side by Side** YES  
**Match Side by Side with Window 7**  
**Mount Type** INSIDE  
**Mounting Options** TOP MOUNT  
**Operating Style** SINGLE BLIND

**Control Side** WAND TILT LEFT/LIFT  
CORD LEFT  
**Control Length** DEFAULT - 40% OF  
BLINDS LENGTH  
**Lightless Slats** NO  
**Tile Cut Out** NO  
**Special Order** NO  
**Installer / Client Notes**

**Installing into Steel or Concrete** NO  
**Top of Window over 10' from  
Floor** NO  
**Is Window in a Stairway** NO  
**Is this a Ceiling Mount** NO  
**Are there currently treatments in the  
window** NO

---

**Order Summary:**

Product Total	\$4,209.00
Packaging and Handling	\$726.08
Installation Charge	\$1,760.00
Sales Tax	\$0.00
Total Contract Price	\$6,695.08
Downpayment Received	\$0.00
Balance Due	\$6,695.08

Total Discounts Applied	\$2,248.98
----------------------------	------------

---

Click here to insert my electronic signature

---