



City of Milford, Connecticut

· Founded in 1639 ·

Karen Fortunati
City Clerk

70 West River Street
Milford, CT 06460-3364

AGENDA BOARD OF ALDERMEN

July 12, 2021 - 7:30 PM

**City Hall Auditorium
110 River Street
Milford, CT 06460**

Pledge of Allegiance to the Flag.

1. Roll Call.
2. Statements limited to the legislative function of the Board of Aldermen. The time limit granted to each speaker shall be three (3) minutes. Residents, taxpayers or electors may address the Board.
3. Consideration of Minutes of the Regular Meeting of the Board of Aldermen held on June 7, 2021.
4. Consideration of Minutes of the Special Organizational Meeting: None
5. Chairman's Report and Recommendations: None
6. Mayor's Report
 - a. I am pleased to inform the Board of Aldermen that the City of Milford has, once again, been awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association (GFOA). The Certificate of Achievement is the highest form of recognition, and its attainment represents a significant accomplishment by a government and its management. Congratulations to Finance Director Peter Erodicti, Jr., and all the dedicated members of the Finance Department for this outstanding achievement.
7. Unfinished Business: None
8. New Business:
 - a. Board of Aldermen approval is requested for the attached agreement between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business and the City of Milford and to authorize the Mayor, City Attorney, and Public Works Director to take all steps necessary, including signing all documents, to effectuate said agreement.

- b. Board of Aldermen approval is requested for the attached Municipal Energy Opportunities Standard Agreement between Power Point Energy, LLC and the City of Milford and to authorize the Mayor, City Attorney, and Public Works Director to take all steps necessary, including signing all documents, to effectuate said agreement.
 - c. Board of Aldermen Approval is requested for the attached Resolution Re: Grant Application or Consolidated Housing and Community Development Plan.
 - d. Board of Aldermen Approval is requested for the attached Resolution Re: Grant Application for Consolidated Housing and Community Development Plan – CARES Act.
 - e. Board of Aldermen approval is requested for the attached Allocation Transfer No. 1 (Vehicle Acquisition Program).
 - f. Board of Aldermen approval is requested for the attached Memorandum of Agreement for 2021 CT Youth Employment Program (CYEP) between the Workforce Alliance and the City of Milford and to authorize the Mayor, City Attorney, and Health Director to take all steps necessary, including signing all documents, to effectuate said agreement.
 - g. Board of Aldermen approval is requested for the attached Contract between the The WorkPlace, Inc and the City of Milford for the WIOA Youth Program and to authorize the Mayor, City Attorney, and Health Director to take all steps necessary, including signing all documents, to effectuate said agreement.
 - h. Board of Aldermen approval is requested for the attached Contract between the Workforce Alliance and the City of Milford for occupational Skills Training with Adult Education Services to JFES participants and to authorize the Mayor, City Attorney, and Health Director to take all steps necessary, including signing all documents, to effectuate said agreement.
9. New Business not on the Agenda which may be introduced by a two-thirds (2/3) vote of those present and voting.
 10. Budget Memo Transfers: None
 11. Refunds List
 - a. Consideration of Refunds in the amount of \$24,323.59
 12. Report of Standing Committee:
 - a. Ordinance Committee
 - b. Public Safety and Welfare Committee
 - c. Public Works Committee
 - d. Claims Committee
 - e. Rules Committee
 - f. Personnel Committee

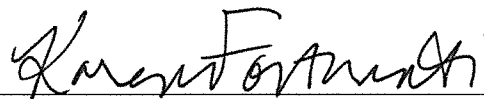
13. Report of Special Committees:

- a. Liaison Sub-Committee – Board of Education
- b. Liaison Sub-Committee – Flood & Erosion Board
- c. Liaison Sub-Committee – Park, Beach & Recreation Commission
- d. Liaison Sub-Committee – Planning & Zoning Board
- e. Liaison Sub-Committee – Sewer Commission
- f. Liaison Sub-Committee – Harbor Management Commission
- g. Liaison Sub-Committee – Council on Aging
- h. Liaison Sub-Committee – Library Board
- i. Liaison Sub-Committee - Veterans Ceremony & Parade Commission
- j. Liaison Sub-Committee - Fine Arts
- k. Liaison Sub-Committee – Milford Redevelopment & Housing Partnership
- l. Golf Course Commission
- m. Liaison Sub-Committee - Inland Wetlands Agency
- n. Liaison Sub-Committee – Board of Health
- o. Human Services Commission
- p. Liaison Sub-Committee – Pension & Retirement Board
- q. Liaison Sub-Committee - Milford Government Access Television (MGAT)
- r. Liaison - Economic Development Commission
- s. Liaison Sub-Committee - Milford Arts Council
- t. Liaison Sub-Committee - Milford Progress Inc.
- u. Liaison Sub-Committee Fire Commission
- v. Liaison Sub-Committee - Police Commission
- w. Permanent School Facility Building Committee

14. Relative to Item 14 of the Agenda, “Executive Session”, I respectfully submit the following for your consideration and action:

Executive Session. A two-thirds (2/3) vote of those present and voting is required for any item to be considered in executive session. A two-thirds (2/3) vote of those present and voting is required to go into executive session.

The Chairman shall announce, in public session, those items to be covered in executive session and call for a vote to enter executive session. If a two-thirds (2/3) vote, to enter executive session, is obtained, the hall shall be cleared and executive session declared.



Karen Fortunati, City Clerk

Dated at Milford, CT this 7th day of
July 2021

ANY INDIVIDUAL WITH A DISABILITY WHO NEEDS SPECIAL ASSISTANCE TO PARTICIPATE IN THE MEETING SHOULD CONTACT THE DIRECTOR OF COMMUNITY DEVELOPMENT AT 203-783-3230, FIVE DAYS PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

CITY OF MILFORD, CONNECTICUT
OFFICE OF THE MAYOR

July 6, 2021

Philip J. Vetro, Chairman
Board of Aldermen
Milford, CT 06460

Dear Mr. Vetro:

Relative to Item 6 of the Agenda, namely, Matters of Administration including the Mayor's Report, I submit the following:

- (6a) I am pleased to inform the Board of Aldermen that the City of Milford has, once again, been awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association (GFOA). The Certificate of Achievement is the highest form of recognition, and its attainment represents a significant accomplishment by a government and its management. Congratulations to Finance Director Peter Erodici, Jr., and all the dedicated members of the Finance Department for this outstanding achievement.

Relative to Item 8 of the Agenda, "New Business", I submit the following for your consideration and action:

- (8a) Board of Aldermen approval is requested for the attached agreement between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business and the City of Milford and to authorize the Mayor, City Attorney, and Public Works Director to take all steps necessary, including signing all documents, to effectuate said agreement.
- (8b) Board of Aldermen approval is requested for the attached Municipal Energy Opportunities Standard Agreement between Power Point Energy, LLC and the City of Milford and to authorize the Mayor, City Attorney, and Public Works Director to take all steps necessary, including signing all documents, to effectuate said agreement.
- (8c) Board of Aldermen Approval is requested for the attached Resolution Re: Grant Application for Consolidated Housing and Community Development Plan.

- (8d) Board of Aldermen Approval is requested for the attached Resolution Re: Grant Application for Consolidated Housing and Community Development Plan – CARES Act.
- (8e) Board of Aldermen approval is requested for the attached Allocation Transfer No. 1 (Vehicle Acquisition Program).
- (8f) Board of Aldermen approval is requested for the attached Memorandum of Agreement for 2021 CT Youth Employment Program (CYEP) between the Workforce Alliance and the City of Milford and to authorize the Mayor, City Attorney, and Health Director to take all steps necessary, including signing all documents, to effectuate said agreement.
- (8g) Board of Aldermen approval is requested for the attached Contract between the The WorkPlace, Inc and the City of Milford for the WIOA Youth Program and to authorize the Mayor, City Attorney, and Health Director to take all steps necessary, including signing all documents, to effectuate said agreement.
- (8h) Board of Aldermen approval is requested for the attached Contract between the Workforce Alliance and the City of Milford for occupational Skills Training with Adult Education Services to JFES participants and to authorize the Mayor, City Attorney, and Health Director to take all steps necessary, including signing all documents, to effectuate said agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Blake", with a long horizontal flourish extending to the right.

Benjamin G. Blake
Mayor

atts.

600



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

6/22/2021

Benjamin Blake
Mayor
City of Milford, Connecticut

Dear Mayor Blake:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended June 30, 2020 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services



8 a

Direct Energy Business Marketing, LLC
 d/b/a Direct Energy Business
 194 Wood Avenue South, Second Floor, Iselin, NJ
 08830 1.888.925.9115
www.directenergy.com

Date: 06/07/2021
Time: 8:55 AM
Proposal ID: 68275277
Marketer Name: Kaczmarczyk, Cheryl

CUSTOMER INFORMATION

<u>Customer Name:</u> City of Milford	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Renew
<u>Contact Name:</u> Frank Bialka	<u>Billing Contact:</u>	
<u>Address:</u> 70 West River Street MILFORD, CT 06460	<u>Billing Address:</u>	
<u>Telephone:</u> (203) 783-3225 <u>Fax:</u>	<u>Telephone:</u>	<u>Fax:</u>
<u>Email:</u>		

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement (CMA) between Buyer and Seller dated June 07, 2021 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
70 W River St	5000000613586	FIRM

DELIVERY PERIOD

Begin: 07/01/2021

End: 06/30/2024

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

DELIVERY POINT

Southern Connecticut Gas Company / SO CT POOL 2 TGP

CONTRACT QUANTITY (MMBTU)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Deviation has occurred and for

8a

purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

	Daily	X	Monthly		
July		2845		January	2846
August		2845		February	2570
September		2753		March	2846
October		2845		April	2753
November		2753		May	2845
December		2846		June	2753

PURCHASE PRICE

Fixed Price : \$4.075/MMBTU

SPECIAL PROVISIONS

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$4.075 / MMBTU

Gas Settlement Adjustment and No Swing: For each month of the Delivery Period, Buyer will pay the Purchase Price for the Contract Quantities plus the following settlements and adjustments as applicable. "Contract Quantity" means the volumes specified above.

If the Actual Quantity is more than the Contract Quantity, then the Purchase Price for each additional Dth of Actual Quantity will be a) the Index Based Rate GD-Tennessee, zone 6 del. South plus \$0.000 for November through March; or b) the Index Based Rate GD-Texas Eastern M3 plus \$0.250 for April through October. If the Actual Quantity is less than the Contract Quantity, then Seller will credit Buyer at (a) the Index Based Rate GD-Texas Eastern M3 plus \$0.100 for November through March; or b) the Index Based Rate GD-Texas Eastern M3 minus \$0.100 for April through October for each Dth under the Contract Quantity. However, in the case of a Pipeline and/or Utility curtailment, Operational Flow Order (OFO) or Operational Matching Order (OMO), Seller may, at its discretion, adjust the Index Based Rate to a commercially reasonable replacement rate solely for the duration of the event.

The "Index Based Rate" is the applicable rate indicated above as published in Platts Gas Daily.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

8a

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

Non-Exempt

Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer: City of Milford Seller: Direct Energy Business Marketing, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Proposal ID: 68275277

Internal ID: 00050358 - CMA V.3

8a



This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and City of Milford ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of June 07, 2021.

1. **Transactions:** The terms of this CMA apply to all end-use sales of electric power and/or natural gas as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller to Buyer (each sale a "Transaction") which will be memorialized in a transaction confirmation signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.
2. **Performance:** Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity.
3. **Term:** The Delivery Period and any Renewal Term are set forth in the applicable Transaction Confirmation. This CMA shall remain in effect until terminated by either Party pursuant to Section 14 or as otherwise terminated by either Party for convenience upon at least 30 days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all outstanding obligations.
4. **Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation, subject to Sections 5 and 10. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price calculated by the Seller.
5. **Changes to Purchase Price:** In the event there is a change to any tariff, law, order, rule, tax, regulation, transmission rate, or any LDC, EDC or ISO changes to supplier obligations to serve, which increase Seller's costs, the Purchase Price may be adjusted by Seller to include such costs.
6. **Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts for which Buyer is responsible under this Agreement. Except as otherwise set forth herein, payment is due within 30 days of the date of the invoice. If Seller cannot verify the Actual Quantity at the time an invoice is issued, Seller will estimate the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of Taxes. Buyer will pay interest on late payments for any amount due under this Agreement at 1.50% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for insufficient funds of Buyer. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of the applicable Commodity.
7. **Taxes:** The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Taxes for which Buyer is responsible. Buyer must provide Seller with any applicable Tax exemption documentation and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination or expiration of this Agreement.
8. **Disputes:** If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days to negotiate a resolution. If such dispute is not resolved, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.
9. **Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.
10. **Material Deviation:** Seller may in its sole discretion pass through to Buyer any losses and/or costs incurred by Seller related to a deviation of +/-25% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation (which is not caused by weather).
11. **Force Majeure:** Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations under Section 2 only if it provides prompt notice of the Force Majeure, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility to pay for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.
12. **Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has

reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

13. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within 3 Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within 2 Business Days of Seller's demand; (iii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true and such breach is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger); (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii) (iii) and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Buyer or under Section 15(A)(iii).

14. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) accelerate any amounts owing between the Parties and terminate any Transactions and/or this Agreement between the Parties and/or their affiliates; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term. For purposes of determining Close-out Value, Market Price may be established by Seller through information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

15. Representations, Warranties and Covenants: Each of the following are deemed to be repeated each time a Transaction is entered into and during the Delivery Period and any Renewal Period: A. Each Party represents that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor. B. Buyer represents, warrants and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (iii) if it is the person or entity executing this Agreement is doing so in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate Transactions, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement. C. Each Party acknowledges that: (i) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (ii) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (iii) Seller is not a "utility" or an "energy generation facility" as defined in the Code; (iv) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by Buyer's Utility; (v) Seller does not own or operate transmission and distribution systems through which the Commodity is delivered to Buyer, and Seller is not liable for any damages or Losses associated with such transmission or distribution systems; and (vi) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur. D. Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity as delivered will be free from all royalties, liens, encumbrances, and claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

16. Confidentiality: Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided

8a

that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

17. Indemnification; Limitation of Liability: A. Buyer will be responsible for and shall indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges (collectively, "Losses") which attach after title passes to Buyer. B. Seller will be responsible for and indemnify Buyer against any Losses which attach before title passes to Buyer. C. NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE.

18. Other: (A) The Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (B) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (C) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy (D) Any notice or waiver including without limitation any termination or disconnection notice, shall be provided in writing and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. Notice sent by electronic means shall be deemed to have been received by the close of the Business Day on which it was transmitted, or such earlier time as is confirmed by the receiving Party. Notice delivered by overnight courier shall be deemed to have been received on the Business Day after it was sent, or such earlier time as is confirmed by the receiving Party. Notice delivered by first class mail (postage prepaid) shall be deemed to have been received at the end of the third Business Day after the date of mailing. (E) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (F) Seller may pledge, encumber or assign this Agreement or the accounts, revenues and proceeds thereof without Buyer's consent. Buyer may not assign this Agreement without Seller's consent not to be unreasonably withheld. (G) This Agreement may be executed in separate counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (H) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if not defined therein then it shall have the generally accepted meaning customarily attributed to it in the natural gas or electricity generation industries, as applicable. (I) Any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and may be introduced as evidence in any proceeding as if it were an original business record and shall not be contested by either party as admissible evidence. (J) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, this Agreement will constitute a separate agreement with each such Party, as if each such Party executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (K) If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. (L) If a broker or agent has been involved in any Transaction, such broker is an agent of Buyer only and not an agent of Seller.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

Buyer: City of Milford

Seller: Direct Energy Business, LLC
Direct Energy Business Marketing, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

86



Municipal Energy Opportunities Standard Agreement

This Agreement is entered into by and between The United Illuminating Company ("UI") and

City of Milford ("Customer"), pertaining to the building to be retrofitted at

NEW HAVEN AVE 57 ; MILFORD, CT (the "Facility"), MEO Project # Sees, by

POWER POINT ENERGY LLC (the "Installing Vendor"). The Effective Date of this Agreement is the date that this Agreement is signed by both Customer and UI, subject to Section 5(b)(i) hereof.

BASIC UNDERSTANDINGS

UI has a conservation program called Energy Opportunities which is designed for projects which "retrofit" existing systems with energy efficient alternatives. UI offers to pay incentives to eligible Customers who retrofit existing systems with energy efficient measures (each an "Individual Measure" and collectively, the "Measures") in the Customers' facilities. This Agreement provides the terms and conditions for payment of Standard Incentives and any applicable Bonus Incentives by UI to a Customer under the Energy Opportunities program. Customer expressly represents and warrants that the execution, delivery and performance by Customer of this Agreement are within such Customer's powers and have been duly authorized by all necessary action on the part of the Municipality (or any other person or entity, as applicable). This Agreement constitutes a valid and binding agreement of the Customer, enforceable against such Customer in accordance with its terms. Customer further acknowledges and agrees that it has selected the Installing Vendor and has and will continue to be solely responsible for such selection, which selection was in accordance with any and all legal, governmental or regulatory rules and requirements (whether federal, state, municipal or otherwise) applicable to Customer. Any payments (if any) made by UI to Installing Vendor in connection with Installing Vendor's installation of ECMs hereunder at the Facility and pursuant to Customer's direction as provided for herein, are made by UI solely in its role as administrator of conservation and load management programs approved by the Connecticut Public Utilities Regulatory Authority. UI assumes no responsibility or liability whatsoever with respect to Customer's selection of the Installing Vendor, the Installing Vendor's installation of the ECMs for Customer, and/or any agreement that Installing Vendor and Customer may have entered into in connection with such installation

1. CUSTOMER ELIGIBILITY

Any municipality that is a retail end use UI customer is eligible to participate in the Energy Opportunities program.

2. INCENTIVES

- a. Subject to the terms and conditions contained herein, UI will pay incentives to Customers for the installation of Energy Conservation Measures (ECMs) as specified in the attached Schedule A, incorporated herein by reference.
- b. ECMs are those conservation measures that are consistent with UI's desire to achieve energy conservation and load management, and that are approved by UI in advance and in its sole discretion as set forth herein.
- c. Customer understands and agrees that incentive schedules for which Customer may be eligible vary based upon the classification of customers.
- d. ECMs are not eligible for incentives from the Energy Opportunities program if the Customer has received incentives for that specific ECM under any other UI incentive program.

3. PRE-APPROVAL & PRE-INSTALLATION SURVEY

- a. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentive to Customer hereunder unless UI pre-approves in its sole discretion each ECM that has been proposed by the Customer and/ or (as determined by UI) completes a satisfactory pre-installation survey of the Customer's Facility.
- b. UI reserves the right, in its sole discretion, to approve or dis-approve any proposed ECM. Any failure to approve any and all ECMs shall not under any circumstances constitute approval by UI of such ECMs.



ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

- c. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentives unless the Customer commits to installing the ECM(s) evidenced by its execution and delivery of this Agreement, including Schedule A and complying with all of the terms and conditions contained in this Agreement including but not limited to the timeframe described in Paragraph 5, section b.
- 4. CUSTOMER APPLICATION & ANALYSIS**
- a. The Customer agrees to comply with the steps outlined in Paragraph 5, section b.
- b. In addition to the execution and delivery of this Agreement, including Schedule A, UI may in its sole discretion, require Customer to perform or cause to be performed a thorough analysis of the demand and energy reduction potential and life expectancy of the proposed ECMs ("Analysis"). In some cases, UI may require, in its sole discretion, that a licensed or certified energy professional or engineer prepare this Analysis. Customer shall provide to UI specifications, engineering data or other reasonable information necessary for the completion of such Analysis of the proposed ECM.
- c. UI will review the Customer's Application and Analysis (if applicable) to determine the potential for reducing energy consumption at the Facility via the ECMs. UI reserves the right, in its sole discretion to accept, reject, or modify any calculations set forth in the Application and Analysis (if applicable) based on UI's own analysis of the ECMs, including but not limited to the incremental cost of energy and demand savings, actual energy savings, life expectancy of the ECM, and the cost of the ECM.
- d. UI reserves the right to approve only those site-specific ECMs that UI believes have cost effective energy reduction potential. In any case, UI reserves sole discretion to approve or disapprove each proposed ECM in its sole discretion.
- 5. CANCELLATION**
- a. Customer may cancel this Agreement at any time by providing UI with written notice of the same.
- b. UI may cancel this Agreement immediately without notice to the Customer if any of the following conditions exist:
- the Customer fails to sign the Standard Agreement and Schedule A within 30 Business days of UI's approval date. For the sake of clarity, any Standard Agreement signed by Customer after such 30 Business Days shall automatically be void and of no force and effect;
 - the Customer fails to initiate installation or construction of the project within 60 Business days of UI's approval date;
 - the Customer has not submitted to UI a written explanation, acceptable to UI in its sole discretion outlining the reasons why the initiation of the construction process has not begun with 60 Business Days of the approval date. These situations will be subject to UI review on an individual basis;
 - the Customer fails to complete the installation of the ECMs within 10 months of UI's approval date;
 - the Customer has not submitted an acceptable written explanation outlining the reasons why the construction process has not been completed within 10 months of the approval date. These situations will be subject to UI review on an individual basis.
- c. Upon cancellation of this Agreement by either Party, Customer will reimburse UI within 30 Business Days for any and all payments made by UI to Customer under this Agreement.
- d. If Customer does not install all of the ECMs listed in Schedule A, UI may, in its sole discretion, adjust the incentives for which the Customer is eligible according to the criteria and participation requirements of the Energy Opportunities program.
- 6. POST-INSTALLATION VERIFICATION**
- a. UI will pay incentives to Customer only after UI has performed to its sole satisfaction a post-installation inspection of the Facility and the ECMs. In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.
- b. If as a result of UI's post-installation inspection, UI determines that the ECMs installed at the Facility were not installed in a manner that is consistent with the purpose of achieving energy savings, the Customer shall make modifications as determined to be necessary by UI in order to ensure achievement of energy savings. A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.



ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

- c. If as a result of UI's post-installation inspection, UI determines that the operation of any equipment installed in connection with Customer's participation in the Energy Opportunities program is not consistent with generally accepted industry standards and practices, including, where applicable, state or federal building code mandates, environmental regulations, and current standards published or otherwise recognized by the American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") for the operation of Heating, Ventilation, and Air Conditioning ("HVAC") units, Customer shall make modifications as determined to be necessary by UI to ensure compliance with such applicable standard(s). A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.
- 7. MONITORING & VERIFICATION**
- a. UI reserves the right to continue to monitor any or all proposed and installed ECMs for the purpose of determining the actual value of energy reduction.
- b. Customer agrees to grant UI access at all reasonable times to the Facility for the purpose of examining and monitoring proposed and installed ECMs. The results of this monitoring will not affect any payments already received by Customer hereunder, except for such payments that are required to be reimbursed by Customer pursuant to the terms and conditions contained in this Agreement.
- c. Customer understands and agrees that UI reserves the right to decrease any unpaid incentive amounts for which Customer is eligible hereunder if, based on the results of UI's on-site monitoring and verification, UI determines in its sole discretion that less than the proposed ECM savings are likely to result via the ECMs.
- 8. INCENTIVE AMOUNTS**
- a. Any incentive amounts requested by Customer in connection with this program may be reduced by UI in its sole discretion and only incentive levels approved by UI in connection with this Agreement are eligible to be earned by Customer.
- b. UI reserves the right to modify any program incentives for which Customer is eligible hereunder and the incentive structure at anytime and without any prior notices to Customer.
- c. In the event that, following execution and delivery of this Agreement, the program is modified or cancelled for any reason, this Agreement will continue in effect pursuant of all of its terms and conditions.
- d. The dollar amount of the incentive available to Customer pursuant to this Agreement is calculated by UI based on UI's understanding of the total project cost of the installation of the ECMs at Customer's Facility ("UI Total Project Cost") as supplied by Customer or the installing Vendor. In the event that the actual project cost is lower than the UI Total Project Cost for any reason, including but not limited to the availability of any and all state, federal or local tax rebates that may be applicable to the Customer's installation of the ECMs at the Facility, and/or any and all rebates, incentives, credits or adjustments of any nature that Installing Vendor provides to Customer and which lowers the UI Total Project Cost, then Customer shall promptly provide UI with written notice of the same and UI reserves the right, in its sole discretion, to recalculate the dollar amount of the incentive available to Customer under this Agreement based on the actual project costs and such recalculated incentive amount shall be the incentive available to Customer under this Agreement. In the event that UI has already provided Customer with an incentive payment based on the UI Total Project Cost prior to UI's receipt of notice from Customer of an actual project cost that is lower than the UI Total Project Cost, UI may require Customer to refund the difference between the incentive paid by UI to Customer and the incentive that results from UI's incentive recalculation based on the actual project cost. Any such refund shall be made by Customer within thirty (30) days after written demand of the same from UI.
- 9. COMPREHENSIVE PROJECTS**
- a. Comprehensive projects may be eligible for bonus incentives only if specific funding is available and approved.
- b. Comprehensive projects may include energy savings from other fuel sources. However the value of the incentive will be based entirely on the electric energy savings components.
- c. Projects are considered comprehensive if they consist of two (2) or more end uses and at least one (1) measure per end use. Projects consisting of multiple measures per end use are eligible provided that the project consists of at least 2 end uses and meet the criteria in Paragraph 9 (d, e) below.
- d. No one end use can have 85% or more of the value of the project's energy savings or peak summer demand reduction.



ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

- e. The remaining enduse(s) must account for at least 15% of the value of the project's energy savings or peak summer demand reduction (based on the cumulative total of the remaining enduse(s).
 - f. Each Measure will be reviewed independently to determine the applicability of the EO program incentives based on the Energy Opportunities Incentive guidelines.
 - g. If the project is modified to where the project does not meet the comprehensive criteria then the incentive is calculated on the individual merits of the Measures due to scope changes and/or measures.
 - h. The project must have all Measures installed within a reasonable time frame to receive the comprehensive incentive. A reasonable timeframe is defined in Paragraph 5(b) above. UI reserves the right to modify the definition of a "reasonable time frame" based on the project. In the event, the scope of the project changes, the incentive amount will be calculated on the merits of the remaining individual measures.
 - i. Projects will be reviewed on a case-by-case basis
- 10. MULTIPLE FUEL or NON-ELECTRIC ECMs**
UI reserves the right in its sole discretion (but in no event is obligated) to pay incentives for any energy saving non-electric ECM.
- 11. ECM INSTALLATION COST**
- a. Customer shall supply UI with copies of all appropriate paperwork that documents that the construction or installation process has been initiated (such as a purchase order, bid document, contract etc. and any other documentation as requested by UI).
 - b. Customer shall supply UI with copies of all paid invoices (including all materials, labor, and equipment discounts) reflecting the actual costs of design engineering, purchasing, and installing the ECMs, along with costs for demolition and disposal of materials. UI may also request and Customer shall supply UI with other reasonable documentation or verification of the Customer's actual cost for purchasing and installing the ECM. Incentives are applicable to and available with respect to incentives for ECM installation costs only those ECMs that are actually installed and Customer is eligible for incentives for ECM installation costs only to the extent that the costs are deemed reasonable by UI in its sole discretion. Costs for financing, extra equipment, spare parts, inventoried items, painting, and any other non-installed materials are not eligible for UI reimbursement under this Agreement.
- 12. PAYMENT**
- a. Incentive payments will be made by UI within 60 days after UI has completed a post-installation verification of ECM installations and the actual costs thereof to its sole satisfaction. UI may also arrange with Customer to make incentive payments in installments. In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.
 - b. If Customer has an established UI account, it may request that the incentive amount applicable to it under this Agreement be paid in the form of a credit to the Customer's electric bill by designating the method of payment on the Schedule A at the time of entering into this Agreement.
 - c. The Customer understands and acknowledges that UI shall pay the incentives from the Energy Conservation and Load Management Fund ("C&LM Fund"). In the event that all or any part of UI's C&LM Fund is designated by legislative or regulatory action for purposes other than implementation of UI's C&LM programs, and UI determines that the C&LM Fund is insufficient to cover the cost of such programs, UI shall have no obligation to pay any incentives hereunder and shall have no further liability to the customer. Customer shall not hold UI liable in any way and shall hereby hold UI harmless from and against any and all liabilities, costs or damages incurred by Customer in the event of a program funding reduction or elimination, including but not limited to the insufficiency of the C&LM Fund to cover the cost of C&LM programs as determined by UI.
- 13. PERFORMANCE CONTRACTING**
If the ECMs are being installed by a third party under a performance contract arrangement, UI reserves the right to determine the cost of purchasing and installing the ECMs as the costs actually incurred by the third party or in UI's sole discretion based upon UI's experiences with similar ECMs in other Customers' facilities.



86



Municipal Energy Opportunities Standard Agreement

14. FINANCING OPTION

- a. Third party financing for the ECMs to be installed at Customer's Facility pursuant to this Agreement may be available to Customer from a UI designated third party financing provider ("TPFP") provided that Customer's project meets (among other requirements) the following eligibility requirements:
 - (i) The project has a Simple Payback Period greater than 1.5 years but less than 7 years. Simple Payback Period means the total cost of the project divided by the estimated annual energy savings of the project through its first year of operation.
 - (ii) The project is eligible for inclusion in UI's Energy Opportunities program.
 - (iii) The project does not participate in other financing options under Connecticut Energy Efficiency Funds (CEEF) programs administered by UI, specifically the Municipal loan with on-bill repayment.
 - (iv) The project is not a federal government or agency project.
 - (v) The project includes only equipment retrofits (i.e., it does not involve new construction or major renovation).
 - (vi) The Customer is an existing business which has been in operation for three (3) years and qualifies through the TPFP's business credit review
- b. Customer acknowledges and agrees that, in addition to the foregoing project eligibility requirements, Customer must apply to the TPFP in order to secure financing by the TPFP for its project (as described herein). The decision by the TPFP to provide (or not provide) financing to Customer in connection with its project is at the sole discretion of the TPFP and Customer acknowledges and agrees that UI is not responsible in any way for any decision by the TPFP to provide, or not to provide, financing for Customer's project. In addition to the foregoing, any and all financing transactions as between the TPFP and Customer in connection with the project are solely as between such parties. UI is not responsible in any way for any and all decisions, acts or omissions of the TPFP in connection with any and all financing transactions as between the TPFP and Customer in connection with Customer's project. Customer hereby agrees to indemnify, defend, and hold harmless, UI, from any and all claims, actions, costs, expense, damages, and liabilities, including reasonable attorney's fees, resulting from or arising out of Customer's decision to seek financing for its project from the TPFP, including but not limited to any and all action or inaction of the TPFP related to the same.
- c. In the event that Customer receives financing from the TPFP as contemplated and provided for herein, UI may, in its sole discretion, provide an "interest rate buy down" in connection with such TPFP financing. An "interest rate buy down" means an upfront payment provided by UI (through use of CEEF funds) to the TPFP in order to lower the interest rate paid by Customer to the TPFP over time. An interest rate buy down is only available to Customer in connection with TPFP loans that are no less than \$2,000 and no greater than \$100,000. In the event that Customer (i) is eligible for and receives financing for its project from the TPFP pursuant to the TPFP's EO financing program and (ii) UI determines, in its sole discretion, that it will provide an interest rate buy down in connection with such TPFP financing for Customer's project, then Customer will receive 100% of the incentive calculated by UI for the Customer's project and a partial interest buy down or subsidy, which in turn determines the available interest for the project either 4.99%, 2.99%, or 0% loans respectively. The maximum term of TPFP loans for which Customer receives an interest rate buy down from UI shall be (i) the Net Simple Payback Period for the project plus one year or (ii) five years, whichever is less. Net Simple Payback Period is defined as (A) the total cost of Customer's project that is the subject of this Agreement minus the incentive calculated by UI for the project divided by (B) the estimated energy savings expected to be experienced by Customer as a result of the project (as calculated by UI).
- d. Customer may seek additional financing from the TPFP, typically up to a total amount of \$1,000,000. Any projects that exceed \$1,000,000 would be reviewed on a case by case basis. However, financed amounts greater than \$100,000 are not eligible for any interest rate buy down from the CEEF funds. Any financed amounts greater than \$100,000 will be subject to current market interest rates and will be determine by the TPFP.
- e. Customer may seek financing of its project from any third party financing entity provided, however, any interest buy down that the CEEF Fund and UI may provide with respect to Customer's project, if at all, shall only be applicable with respect to TPFP financing pursuant to the terms and conditions provided for herein.

15. ECM MAINTENANCE

- a. In order to maintain the estimated energy savings benefit derived by UI for ten (10) years from the date of installation of the applicable ECMs, Customer agrees to repair or replace the ECMs periodically, using energy saving equipment similar or superior to the equipment that was installed originally. If Customer's performance of this provision proves to be impossible or



ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

impracticable, Customer shall, within ten (10) days of its determination of its inability to perform, notify UI promptly of its inability to perform and in such an event, UI may, at its sole and full discretion, require Customer to promptly reimburse UI for a prorated portion of all incentives and installation cost reimbursement paid under this Agreement subject to interest charges set forth in Paragraph 15(c) below.

- b. If UI in its sole discretion deems it appropriate, to ensure the efficiency gained through incentives paid by in connection with this Agreement, UI may require the Customer to maintain a service contract with a vendor acceptable to UI for the term of this Agreement, or another term determined by UI to be applicable to the specific ECM installed.
- c. Neither Customer nor its agents, contractors, or subcontractors shall knowingly circumvent the net energy performance of ECMs or related systems installed pursuant to this Agreement. In the event of a breach of this provision, UI will require Customer to reimburse in full all of the incentives and installation cost reimbursement paid for these ECMs. All Customer reimbursements to UI will include interest accrued from the date of receipt of the incentive by the Customer, at the annual rate of eight percent (8%).

16. LIMITATION OF LIABILITY

UI shall not be liable to Customer for any damages in contract or tort or otherwise including negligence caused by any activities in connection with this Agreement or in connection with the retrofitting of the Facility, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by UI. UI's liability under this Agreement shall be limited to paying the incentives specified for the ECMs but only as and if such incentives become payable to Customer and only to the extent that such incentives are not subject to repayment as provided for in this Agreement. In no case shall UI be liable to Customer for any special, indirect, consequential, incidental, punitive or exemplary damages of any kind, including but not limited to loss of use, lost profits, out of pocket expenses by statute, tort or contract, in equity under any indemnity provision or otherwise.

17. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless, the UI, from any and all claims, actions, costs, expenses, damages, and liabilities including reasonable attorney's fees, resulting, from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Customer's employees or other authorized agents in connection with Customer's activities within the scope of this Agreement, including, without limitation, claims arising from Customer's installation and/or maintenance of HVAC units in compliance with current standards for the performance of such units published or recognized by ASHRAE. Customer's duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this Agreement.

18. NO WARRANTIES

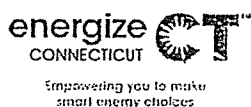
- a. Customer acknowledges and agrees that neither UI nor any of UI's employees or consultants are responsible for assuring that the design, analysis, engineering, and retrofitting of the Facility or installation of any or all of the individual ECMs or equipment is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized by ASHRAE for HVAC units.
- b. Customer understands and agrees that UI does not represent, warrant, or guarantee the product or service of any particular vendor, manufacturer, contractor, or subcontractor. Customer further understands and agrees that UI does not represent, warrant or guarantee the safety of the ECMs or that the installation of any ECMs pursuant to this Agreement will result in any level of energy savings or result in any measurable energy related benefit.

19. NO TAX LIABILITY

UI is not responsible for any tax liability imposed on the Customer or the Customer's authorized recipient as a result of the incentive payment.

20. LIMITED SCOPE OF REVIEW

UI's scope of review for purposes of this Agreement is limited to determining if the design and installation of the ECMs have met the program conditions. UI does not include any kind of safety or performance review of any equipment installed or serviced in connection with this Agreement or any planned or installed ECMs, including, without limitation, any compliance by HVAC units with current standards published or otherwise recognized by ASHRAE





Municipal Energy Opportunities Standard Agreement

21. OBLIGATION TO INSTALL

This Agreement does not obligate Customer to install any of the ECMs that have been approved by UI. However, if Customer, subsequent to such approval, elects to install the ECMs, the terms and conditions of this Agreement shall govern the payment of incentives and the maintenance of the ECMs at the Facility.

22. PROGRAM CHANGES

UI reserves the right to cancel or change the Energy Opportunities program at any time without prior notice to Customer. Except as otherwise provided in this Agreement, all fully executed agreements that are in compliance with the terms and conditions contained herein will be processed to completion under the terms and conditions of the Energy Opportunities program in effect on the Effective Date.

23. PAYMENTS ASSIGNED TO CONTRACTORS

- a. UI Customers may designate in writing the Customer's Installing Vendor as the sole recipient of any incentives and/or installation cost reimbursements owed to Customer under this program. Customer's written designation shall also state that Customer acknowledges and agrees that it has no further claim or right, title or interest in and to any such incentives and / or installation reimbursements.
- b. In addition to the requirements set forth in Paragraph 23 (a) above, Customer must request the change in incentive / installation cost recipient by signing the designated area on Schedule A.
- c. In addition to the requirements set forth in Paragraph 23 (a) and (b) above, if Customer assigns the incentives and/or installation cost reimbursements to the Installing Vendor, Customer must supply or cause its designated recipient to supply UI with a Letter of Acknowledgement and a completed W-9 containing designated recipient's Federal Tax Identification number.
- d. In addition to the foregoing, prior to the release by UI of any incentive/installation cost reimbursement by UI to the Installing Vendor, Installing Vendor shall execute an acknowledgment in the form attached hereto as Exhibit 1 and Customer shall cause Installing Vendor to execute the same.

24. PUBLICITY OF CUSTOMER PARTICIPATION

UI may, with Customer's consent, publicize Customer's participation in the program, the results of Customer's participation in the program, the value of incentives paid to Customer by UI under the program, and any other information relating to or in connection with Customer's participation in the program.

25. BALLAST & LAMP DISPOSAL

Customer agrees to comply with all laws and regulations promulgated by the State of CT Department of Environmental Protection and all other applicable laws, rules and regulations relating to the proper disposal of fluorescent lamps and PCB ballasts. The costs incurred by Customer in connection with the disposal of fluorescent lamps and PCB ballasts may be included in Customer's calculation of costs for installing the ECMs. Customer must provide to UI documentation acceptable to UI that verifies the proper disposal of all hazardous materials.

26. EXISTING and NEW SELF-GENERATION

The incentive amount paid by UI to Customer under this Agreement will be determined by UI based on UI's evaluation of the net benefit of the ECMs for which Customer is receiving an incentive to UI's customers as a whole ("Net Customer Benefit"). Accordingly, UI will establish and reserves the right to reduce the incentive amount in order to reflect the impact of Customer's existing self-generation or new self-generation installed after the Effective Date hereof (as the case may be) to reflect the impact of such self-generation on UI's Net Customer Benefit calculation. UI may require Customer to refund to UI all or a portion of the incentive amount paid to reflect the reduced Net Customer Benefit. Any interconnection of new self-generation to the utility grid must comply with UI's then current policies and standards governing such interconnections.

27. FORWARD CAPACITY MARKET AND CLASS III CREDITS: ISO-NE CAPACITY PAYMENTS

By signing this document, and as a condition to receiving a rebate pursuant to this program, the customer acknowledges and agrees that any and all payments, benefits and/or credits associated with or applicable to the customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any existing, successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any





Municipal Energy Opportunities Standard Agreement

and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of The Connecticut Light and Power Company, doing business as Eversource Energy (Eversource), or The United Illuminating Company (UI), as applicable. The customer hereby assigns to Eversource or UI, as applicable, all of its right, title and interest in and to any and all such capacity payments, credits and/or benefits, and agrees to take any and all action, including executing and delivering any and all documentation and/or instruments, as requested by Eversource or UI, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process.

28. CLASS III CONSERVATION CREDITS

Any Class III renewable energy credits and/or conservation credits received in connection with this program shall be retained by the Companies pursuant to the laws of the State of Connecticut and/or applicable PURA decision in effect as of the date hereof

29. MISCELLANEOUS

- a. The term of this Municipal Energy Opportunities Agreement will commence as of the Effective Date and continue for ten (10) years from date of the first payment made by UI to Customer pursuant to Paragraph 11 above unless sooner terminated as provided for herein.
- b. Customer understands that UI is willing to pay the Energy Opportunities incentives based on the long-term value of the energy reductions to UI.
- c. If at any time during the term of this Agreement, and during which time the Facility is occupied by the Customer, or any affiliate of the Customer, the operation of the Facility is modified so as to diminish the value of the energy efficient measures, UI may require reimbursement by Customer of all or a prorated percentage of the Energy Opportunities incentives and installation cost reimbursements paid by UI to Customer hereunder.
- d. Where Customer has installed or modified any HVAC unit in connection with Customer's participation in the Energy Opportunities Program, Customer shall, prior to UI's payment of an incentive, provide UI with a written statement confirming that such HVAC unit meets or exceeds the current standards for the operation of such HVAC unit as recognized by ASHRAE. Customer's failure to provide such written confirmation shall result in UI's withholding of any and all incentives for which Customer is eligible for hereunder until such failure is corrected.
- e. During the term of this Agreement, Customer will require any successor to its interest in the Facility during the term of this Agreement (whether direct or indirect, by sale of the Facility to a third party, by expiration or termination of Customer's lease of the Facility, or by purchase, merger or consolidation of Customer or all or substantially all of its assets by with or into a third party) by an agreement in form and substance satisfactory to UI, to assume and agree expressly to be bound by the provisions of this Agreement. Failure of Customer to obtain such agreement by the effectiveness of any such succession shall be a breach of this Agreement and shall entitle UI to reimbursement for all or a prorated percentage of the incentives paid by UI to the Customer under this Agreement.
- f. If either UI or Customer desires to modify the content of this Agreement, the modification must be in writing and signed by an authorized representative of each party in order for the modification to be enforceable against that party.
- g. Customer may not assign this Agreement without the written consent of UI. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.
- h. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- i. All notices shall be in writing and delivered personally or by overnight courier to the addresses of the parties set forth at the beginning of this Agreement. Any such notice shall be deemed given on the dated delivered.
- j. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to its conflicts of laws and principles.



ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

- k. All requirements, terms, conditions and provisions of this Agreement which by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of this Agreement, including but not limited to any and all reimbursement obligations of Customer hereunder.
- l. The relationship of the parties is that of independent contractors. None of the provisions of this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship between or among the parties. No party or any of its officers, members, or employees, will be deemed to be the agent, employee or representative of another party.
- m. This Agreement, including all schedules attached hereto, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- n. A "Business Day" as used in this Agreement is a day for which commercial banks are open for business in Connecticut

In order to evidence its agreement to the above terms, each party has signed or caused an authorized representative to sign this Agreement on the date(s) specified below.

CUSTOMER:

X

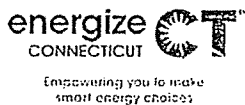
By: _____
 (print)
 Name: _____
 (sign)

Title: _____ Date: _____

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
 Title: Sales Engineer Date: 05/27/2021

By: Elizabeth K. Murphy
 Title: Supervisor, C&LM Date: 5/27/21





Municipal Energy Opportunities Standard Agreement

EXHIBIT 1

AGREEMENT REGARDING City of Milford MUNICIPAL ENERGY OPPORTUNITIES STANDARD AGREEMENT

This Agreement regarding City of Milford Municipal Energy Opportunities Standard Agreement Project #Sees ("Agreement") is entered into this 27 day of May, 2021 ("Effective Date") by and among The United Illuminating Company ("UI"), and POWER POINT ENERGY LLC.

WITNESSETH:

WHEREAS, the City of Milford ("Customer") entered into a certain Municipal Energy Opportunities Standard Agreement with UI with an effective date of 05/27/2021 ("MEO Agreement"), which MEO Agreement is attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the MEO Agreement governs the Customer's participation in the Municipal Energy Opportunities program ("Program") and certain energy efficient retrofits ("Retrofits") to a certain building located at NEW HAVEN AVE 57 ; MILFORD, CT (the "Facility" as defined in the MEO Agreement) to be performed by POWER POINT ENERGY LLC (or "Installing Vendor" as defined in the Agreement); and

WHEREAS, the MEO Agreement (along with its attachments and exhibits including a Financial Agreement Addendum) sets forth (i) a total project cost of \$ 144,450.00 ("Total Project Cost"), (ii) an incentive of \$ 61,632.00 ("Incentive") and (iii) a balance of \$ 82,818.00 ("Balance"); and

WHEREAS, pursuant to the MEO Agreement, the Balance is to be repaid by Customer via monthly payments of \$ 1,725.38 on Customer's UI electric service bills for a period of Forty Eight (48) months; and

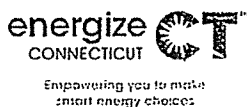
WHEREAS, the Program and MEO Agreement contemplates that the Customer will (i) receive a payment from UI in an amount equal to the Total Project Cost (ii) pay the Installing Vendor the Total Project Cost and (iii) make the monthly payments as set forth in the MEO Agreement until the Balance is paid in full; and

WHEREAS, the Customer is solely responsible for securing an installing vendor and paying the Installing Vendor in connection with its Program project; and

WHEREAS, the Customer has requested that UI pay the Total Project Cost directly to the Installing Vendor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Customer, UI and Installing Vendor agree as follows:

1. Payment of Total Project Cost. Subject to the terms and conditions contained in this letter agreement, UI agrees to pay the Total Project Cost directly to the Installing Vendor.



ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

2. Payment of Balance. Customer agrees to pay to UI an amount equal to the Balance, which Balance will be paid to UI monthly as part of Customer's UI electric service bill over a period of Forty Eight (48) and in monthly payment amounts of \$ 1,725.38 .

3. Relationship of Parties. The Parties acknowledge and agree that (i) Customer has contracted Installing Vendor to perform the energy efficient retrofits, (ii) Installing Vendor is solely responsible for the installation of the energy retrofits at the Facility, (iii) in connection with the Program, the MEO Agreement, and this Agreement, UI's sole responsibility is as an administrator of the Connecticut Energy Efficiency Fund, (iv) neither Customer nor Installing Vendor shall hold UI responsible in any way for the Retrofits at the Facility in connection with the Program and MEO Agreement, including but not limited to their installation, operation and maintenance, and (v) Installing Vendor agrees to indemnify, defend and hold UI, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents harmless from and against any and all suits, claims, and proceedings resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees, which arise out of or relate to the Installing Vendor's installation of the Retrofits at the Facility.

4. MEO Agreement. Except as expressly modified herein, all of the terms and conditions contained in the MEO Agreement remain in full force and effect.

IN WITNESS WHEREOF, UI, Customer and Installing Vendor have each caused this Agreement to be executed in its name by one of its officers thereunto duly authorized as of the Effective Date.

CUSTOMER:

X

By: _____
(print)
Name: _____ Title: _____ Date: _____
(sign)

INSTALLING VENDOR: POWER POINT ENERGY LLC

By: _____
(print) Melissa Ferguson
Name: _____ Title: Director of Business Date: 6/8/21
(sign) M Ferguson

THE UNITED ILLUMINATING COMPANY:

By: Michael Doucette
Title: Sales Engineer Date: 05/27/2021



86



Financial Agreement Addendum

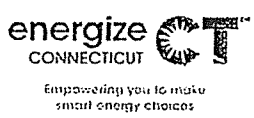
This Financial Agreement which forms part of the Municipal Energy Opportunities Standard Agreement and is effective as of the date signed by all parties below (the "Effective Date") is entered into by and between The United Illuminating Company ("UI") and City of Milford (the "Customer"), pertaining to the building to be retrofitted at NEW HAVEN AVE 57 ; MILFORD, CT (the "Facility"), Municipal Energy Opportunities Project # Sees.

The Customer agrees that UI makes no warranties, expressed or implied, regarding the serviceability of any products installed or purchased in connection with the Facility retrofit. The Customer also agrees that it is solely responsible for selecting and contracting with the contractor who will be performing the Facility retrofit, which contractor is identified below ("Contractor"). The Customer and Contractor (as evidenced by Contractor's signature below) each agree to indemnify and hold harmless UI and its officers, directors, employees of affiliates thereof, from any damages, fines, settlements or judgments which directly arise from or are caused by the wrongful, or negligent acts of omissions of any party in the conduct or performance of the Facility retrofit by the Contractor. The Customer shall specifically indemnify and hold harmless, UI with respect to all work contracted for between the Customer and the Contractor, and from any damages, fines, settlements or judgments which directly arise from or are caused by the acts or omissions of the Contractor.

The Customer understands and agrees that UI will not be responsible for any tax liability imposed on the Customer as a result of its participation in the Energy Opportunities program. Customer/Vendor must supply its Federal Tax Identification Numbers or Social Security Number as they are required for distribution of UI incentives. UI will issue a 1099 form to each non-incorporated customer receiving an aggregate incentive payment in excess of \$600.00 in any calendar year.

Customer hereby requests that UI assist financially in connection with the installation work described in Schedule A of the Municipal Energy Opportunities Standard Agreement, at the service address listed below, pursuant to UI's terms and conditions applicable to the Energy Opportunities program. UI and the Customer agree that, in addition to any and all other terms and conditions of the Energy Opportunities program, upon the Customer or Contractor confirming completion of the installation work, and UI's post installation inspection and project verification as well as Customer's execution of an acknowledgement in the form attached hereto as Exhibit 2, UI will issue a check for all amounts approved by UI. The Customer shall be responsible for amounts, if any, in excess of amounts approved by UI and will pay such amounts directly to Contractor.

The Customer also agrees to pay UI the balance of the project cost or the pre-determined total amount as detailed below. The monthly payments will be included by UI on the Customer's regular electric service bill, and the first payment will be due on the first billing cycle following the processing of this agreement. In the event this account is finalized due to selling or closing the facility, the Customer will be required to pay the unpaid balance of this financing agreement within 30 days. By my signature below, I certify that I have read, understood and agree to the terms of this agreement.



86



Financial Agreement Addendum

\$144,450.00	\$ 61,632.00	\$.00	\$ 82,818.00	\$ 1,725.38	48
Total Cost	Incentive	Co-Pay	Balance	Monthly Pymt.	Term

Please Note: On the initial bill only, the total balance amount will be displayed with an equal amount as a credit. This is for accounting purposes only.

06-6002937
Federal Tax ID or Social Security #, Customer

100000031218
Contract Account #, Customer

City of Milford
Account Name, Customer

Contact, Customer

57 NEW HAVEN AVE ; MILFORD, CT 06460
Service Address, Customer

74-3244271
Federal Tax ID or Social Security #, Contractor

POWER POINT ENERGY LLC
Name, Contractor

LIZA-SCHAFER- Melissa Ferguson
Contact, Contractor

M Ferguson
Signature, Contractor

P O BOX 174 ; SOUTH GLASTONBURY, CT 06073
Address, Contractor

X

(Customer's Signature)

ACCEPTED: The United Illuminating Company

By *Elizabeth K. Murphy*
UI Administration

(Date)

5/27/21
(Date)





Municipal Energy Opportunities Standard Agreement

EXHIBIT 2

Reference is made to that certain Municipal Energy Opportunities Standard Agreement entered into by and between The United Illuminating Company ("UI") and the City of Milford ("Customer") as of "Effective Date" of the Municipal Energy Opportunities Standard Agreement project# Sees. Customer hereby acknowledges and agrees that:

1. The ECMs (as defined in the MEO Agreement) installed by Installing Vendor (as defined in the MEO Agreement) were installed to the satisfaction of the Customer and are hereby accepted in all respects by the Customer; and
2. UI is authorized to release the Total Project Cost (as defined in Exhibit 1 of the MEO Agreement) to the Installing Vendor.

City of Milford

X
 By: _____
 Its: _____
 Authorized Representative



86

EO Incentive Application Worksheet - Schedule A

Facility Name: <u>City of Milford</u>	Phone: _____
Service Address: <u>NEW HAVEN AVE 57</u>	Facility Use: _____
City: <u>Milford</u> Zip: <u>06460</u>	Square Footage: <u>1</u>
Contact Person: _____	EO Rep: <u>Doucette, Michael</u>
Federal Tax I.D. No: <u>06-6002037</u>	EO Project No: <u>Sees</u>

Bonus	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
-------	----------	----------	------------------	-------------

Location: Deep Covid-19 Bonus

Bonus amount: \$25,519.	1	\$0	0	\$0
-------------------------	---	-----	---	-----

Bonus total:		\$0	0	\$0
--------------	--	-----	---	-----

Custom Measure	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
----------------	----------	----------	------------------	-------------

Location: Exterior Led

500W LED	107	\$144,450	-154,080	\$23,112
----------	-----	-----------	----------	----------

Custom Measure total:		\$144,450	-154,080	\$23,112
-----------------------	--	-----------	----------	----------

Mandatory Cap	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
---------------	----------	----------	------------------	-------------

Location: Project/taxid Level

Mandatory Cap Adj.	1	\$0	0	\$0
--------------------	---	-----	---	-----

Mandatory Cap Adjustment		\$0	0	\$0
--------------------------	--	-----	---	-----

Customer Application & Analysis -

In addition to the terms and conditions contained in UI's Standard Agreement and Schedule A, UI may require a thorough analysis of the demand and energy reduction potential, and the life expectancy of proposed Energy Conservation Measures (ECMs). UI may require the Customer to provide specifications, engineering data, or other reasonable information necessary to complete an independent analysis. UI reserves the right to accept, reject or modify any calculations based on UI's own analysis including but not limited to the incremental cost of energy or demand savings, actual energy savings, life of the ECM, and the cost of the ECM. UI's approved and unsigned proposal will remain valid for thirty (30) days. If proposal is not accepted during this period, account re-qualification will be required. UI will approve only those site-specific ECM's which it believes have cost effective energy and demand reduction potential. In any case, UI reserves sole discretion to approve or disapprove any proposed ECM.

Program Changes -

The Program's Terms and Conditions may be changed by UI at any time without notice. Pre- approved applications however will be processed to completion under the Terms and Conditions in effect at the time of UI pre-approval.

8b

EO Incentive Application Worksheet - Schedule A

Summary Page of EO Schedule A of project Sees as of 06/04/2021 01:42:53

Facility Name:	<u>City of Milford</u>	Phone:	_____
Service Address:	<u>NEW HAVEN AVE 57</u>	Facility Use:	_____
City:	<u>Milford</u>	Zip:	<u>06460</u>
Contact Person:	_____	Square Footage:	<u>1</u>
Federal Tax I.D. No:	<u>06-6002037</u>	EO Rep:	<u>Doucette, Michael</u>
		EO Project No:	<u>Sees</u>

TOTAL COST:	\$144,450
TOTAL SAVINGS:	\$23,112
TOTAL INCENTIVES:	<i>EKM</i> \$61,632
MONTHLY PAYMENT:	48 @ \$1,725.38

X

Customer or Customer's agent name (print): _____

Customer or Customer's agent Signature: _____

Title _____ Date _____

X

I authorize UI to issue the incentive check, for the above amount, to
POWER POINT ENERGY LLC
 (the installing contractor, facility owner or other).

_____ Date _____

Customer or Customer's agent Signature

**AGREEMENT FOR ENERGY EFFICIENCY
IMPLEMENTATION SERVICES**

The Agreement made as of this _____th day of July, 2021 by and between City of Milford - Public Works Department (“Customer”), having an address of 83 Ford St. Milford, Connecticut 06460 and Power Point Energy, LLC (“PPE”), a Connecticut limited liability company, having an address of 82 Wolcott Hill Road Wethersfield, Connecticut 06109.

WHEREAS, Customer desires to arrange for energy efficiency/ conservation upgrades and related services for locations identified in Exhibit “A” Schedules.

WHEREAS, PPE and its subcontractors are in the business of providing energy management, energy efficiency, and other energy related services; and

NOW THEREFORE, for ONE DOLLAR (\$1.00) and other valuable consideration paid and received by each party hereto, the parties hereby agree as follows:

1. Definitions.

A. As used herein, “Applicable Law” shall mean all laws, statutes, regulations, ordinances, orders and requirements of governmental authority having jurisdiction over the Project Sites.

2. Project Scope.

PPE hereby agrees to undertake the services listed in the Scope of Work, attached hereto as Exhibit “A” and made a part hereof, (collectively the “Services”) in accordance with the requirements of Applicable Law and the provisions of this Agreement (the “Project”).

3. Contract Time.

PPE shall undertake and complete the Services within Ninety (90) days per location from the full execution and delivery of this Agreement (the “Completion Date”), subject to delay due to Force Majeure (as hereinafter defined).

4. Contract Sum and Payments.

The “Contract Sum and Payment”, attached hereto as Exhibit “B” and made a part hereof, in accordance with the requirements of Applicable Law and the provisions of this Agreement.

5. PPE.'s Subcontractors and Representatives.

PPE is responsible for overseeing all of the Services including, without limitation, that portion of the Services to be provided by its subcontractors. PPE hereby covenants with Customer that it will require its subcontractors to be bound to it in the same manner that PPE is bound to Customer.

6. Standard of Care and Licensing.

A. PPE on behalf of itself and its subcontractors agrees to provide professional services that reflect the highest standard of professional care.

B. PPE hereby warrants that PPE and all subcontractors are properly authorized and the individuals acting on behalf of PPE are properly licensed to perform services required of them in accordance with this Agreement as required by law in the State of Connecticut and are in good standing.

7. Insurance.

At all times during the performance of the Services, PPE shall maintain and shall cause its subcontractors to maintain, at PPE's sole cost and expense, (a) worker's compensation, occupational, disability benefit and similar employee benefit insurance for each of its employees in the amounts required under Applicable Law; (b) employer liability insurance coverage in the amount of \$100,000 per occurrence, and an umbrella of \$3,000,000; (c) commercial general liability coverage, including products and completed operations, and broad form contractual liability, written on an occurrence form with a minimum combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate, for personal injury, including death, and property damage; (d) commercial automobile liability insurance, including non-owned automobiles, with a minimum combined single limit of \$1,000,000 per occurrence. PPE shall furnish to Customer certificates of insurance showing such coverage's prior to commencing performance of the Services if requested to do so by Customer. PPE shall name Customer as additional insured on PPE's commercial general liability and commercial automobile policies if requested by Customer, and such policies shall be reasonably acceptable to Customer. With respect to PPE's negligence, this coverage shall be primary and non-contributory with any insurance coverage Customer may have. In the event that PPE receives notice of cancellation of any coverage's described herein, PPE shall immediately notify the customer in writing and undertake, using its best efforts, to procure replacement coverage(s). PPE shall be responsible for ensuring that all of PPE's subcontractor(s) carry insurance of similar types and with similar limits of coverage as required for the PPE.

8. Indemnification.

PPE shall indemnify, defend and hold Customer, including its subsidiaries, affiliates, officers, director, employees, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney's fees and costs) arising out of or relating to (i) any Work Product that is found to be infringing upon any copyright, trademark or trade secret of any third party; (ii) the death or injury to any Customer employee or any of its real

property resulting in any way from any act, omission or negligence on the part of PPE or its employees or subcontractors; or (iii) any breach of PPE's warranties in this Section 11. Customer shall indemnify, defend and hold PPE, including its subsidiaries, affiliates, officers, directors, employees, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney's fees and costs) arising out of or in connection with this Agreement.

9. Limitation of Liability.

In no event shall either PPE or the Customer be liable to anyone under this agreement for any indirect, incidental, special, consequential, reliance or coverage damages, or damages for loss of profits, revenue or data or for costs of procurement of substitute goods or services, incurred by either party or any third party, whether the action in contract or tort, even if such party has been advised of the possibility of such damages. Neither party's aggregate liability for damages hereunder shall exceed the aggregate amounts of the contract sum as stated in this agreement, pursuant to the applicable statement of work for the professional services that are the subject of the claim.

10. Incentives.

The project described herein is eligible for utility incentive monies through the state conservation and load management incentive program, PPE has actively pursued said funds on behalf of Customer. The C&LM fund has committed incentive monies for the said projects. Of which shall be applied as a project credit and paid directly to PPE upon the completion and acceptance of the said project.

11. Warranty.

Power Point Energy has selected the equipment specified for the project and deems it to be appropriate for the said application. PPE will provide a one-year material and labor warranty on all work performed. In addition, PPE will manage all product manufacturers' warranty on behalf of the customer.

12. Termination.

A. This Agreement may be terminated by Customer for convenience on seven (7) days notice to PPE without penalty provided Customer pays all amounts due to PPE to the date of termination.

B. This Agreement may be terminated for cause by any party on account of a breach by another party which the breaching party fails to cure within seven (7) days following notice from the non-breaching party. This Agreement may also be terminated by any party on written notice if another party institutes voluntary proceedings in bankruptcy or is the subject of involuntary bankruptcy proceedings against it, loses control of its assets or management to a receiver, is declared insolvent, makes a general assignment for the benefit of creditors, admits in writing its inability to pay its debts generally when due, or if any other comparable judicial proceedings are instituted on account of insolvency.

86

13. Force Majeure.

As used herein "Force Majeure" shall mean delays due to strikes, acts of God, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of PPE or its subcontractors.

14. Controlling Law.

This Agreement is to be governed by the laws of the State of Connecticut.

15. Entire Agreement; Amendment.

A. This Agreement, together with any exhibits attached hereto, represents the entire agreement by and among the parties hereto, shall govern exclusively the obligations of the parties hereto with respect to the subject matter hereof, and supersedes all prior undertakings, understandings, negotiations, representations and agreements, whether written or oral, by and among the parties hereto with respect to the subject matter hereof.

B. Neither this Agreement nor any provisions hereof may be changed, modified, or amended, except by an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

City of Milford

By _____

Its _____
Hereunto Duly Authorized

Power Point Energy

By _____

Its _____
Hereunto Duly Authorized

86

EXHIBIT A

The project will include the complete installation as identified in the projects ECM Detail approved by United Illuminating. Per the Utilities "Energy Advantage Program Agreement".

No.	Location	Project No.	Description	
1	57 New Haven Ave.	Sees	UI Energy Opportunities Standard Agreement	
2	33 Washington Street	Sf1F	UI Energy Opportunities Standard Agreement	
3	710 North Street	Seeq	UI Energy Opportunities Standard Agreement	

PPE will provide all installation labor and materials including complete disposal and manifestation as required by the State of Connecticut.

EXHIBIT B**Contract Sum and Payments****1. 57 New Haven Avenue**

The total project cost is One hundred forty-four thousand four hundred and fifty dollars (\$144,450) of which the UI/ C&LM fund will pay sixty-one thousand six hundred and thirty-two dollars (\$61,632) per the Customer "Energy Opportunities Standard Agreement" represented in Exhibit "A".

The Net Project cost of (\$82,818) eighty-two thousand eight hundred eighteen dollars will be financed; on the UI bill for a 48 month term at 0% interest.

Payment Schedule:

- The project "Energy Opportunities Standard Agreement" will be processed and paid directly to PPE upon the Utility's post inspection; and "completion and acceptance".
- The UI Loan portion will be paid directly to PPE upon completion and acceptance of the project.

2. 33 Washington Street

The total project cost is One hundred twenty-four thousand two hundred dollars (\$124,200) of which the UI/ C&LM fund will pay fifty-two thousand nine hundred and ninety-two dollars (\$52,992) per the Customer "Energy Opportunities Standard Agreement" represented in Exhibit "A".

The Net Project cost of (\$71,208) seventy-one thousand two hundred and eight dollars will be financed; on the UI bill for a 48 month term at 0% interest.

Payment Schedule:

- The project "Energy Opportunities Standard Agreement" will be processed and paid directly to PPE upon the Utility's post inspection; and "completion and acceptance".
- The UI Loan portion will be paid directly to PPE upon completion and acceptance of the project.

8b

3. 710 North Street

The total project cost is forty-eight thousand dollars (\$48,000) of which the UI/ C&LM fund will pay fourteen thousand one hundred and seventy dollars (\$14,170) per the Customer “Energy Opportunities Standard Agreement” represented in Exhibit “A”.

The Net Project cost of (\$33,830) thirty-three thousand eight hundred thirty dollars will be financed; on the UI bill for a 48 month term at 0% interest.

Payment Schedule:

- The project “Energy Opportunities Standard Agreement” will be processed and paid directly to PPE upon the Utility’s post inspection; and “completion and acceptance”.
- The UI Loan portion will be paid directly to PPE upon completion and acceptance of the project.

8c

RESOLUTION

RE: GRANT APPLICATION FOR CONSOLIDATED HOUSING AND
COMMUNITY DEVELOPMENT PLAN

RE: WHEREAS, the Housing and Community Development Act of 1974 and 1987 and The National Affordable Housing Act of 1990 and amendments thereto provides federal funds to create suitable living conditions and improve the health, safety, and public welfare for residents in the community through code enforcement, housing assistance programs, property acquisition and demolition of public use, the expansion and improvement of job skills & training, the quality and accessibility of public services and facilities, in particular to benefit household who live at low to moderate income levels, and in neighborhoods where improvements and accessibility to existing historic properties and recreational spaces will benefit the residents and assist the City to further achieve its goal of a safe, decent affordable community; and

WHEREAS, the City of Milford is entitled to receive Five Hundred Thirty-Three Thousand Three Hundred Fifty-Four Dollars (\$533,354) from said Act; and

WHEREAS, it is in the best interest of the City of Milford to make application for such funding,

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Board of Aldermen of the City of Milford that the Mayor, on behalf of the City of Milford, is hereby authorized to execute the application for funds for the Program Year beginning October 1, 2021 from the U.S. Department of Housing and Urban Development RE: the Housing and Community Development Act of 1974 and 1987 and the National Affordable Housing Act of 1990 and amendments thereto and upon approval of said application is authorized to execute any and all documents applicable to the grant program and to take such actions as may be necessary to carry out the Community Development Block Grant Program.

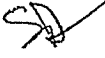
Clerk of the Municipality

Dated at Milford, CT this _____ day of July, 2021

8c

MEMORANDUM

To: Mayor Benjamin G. Blake

From: Sheila Dravis, CDBG Administrator 

Date: June 25, 2021

Cc: Atty. Jonathan Berchem, City Attorney
Karen Fortunati, City Clerk

Subject: Request for Aldermanic Agenda on July 12, 2021 - Resolution to Authorize Application for Community Development Block Grant (CDBG) FY21 Program Year 47 , Annual Action Plan

Please find a copy of the Executive Summary of the CDBG PY47 Annual Action Plan the 30-Day notice of public comment and a public comment summary for review by the Mayor and Alderman.

Please find the attached Resolution that authorizes the Mayor to:
Execute the Application for Federal Assistance SF424 in order to receive the Community Development Block Grant (CDBG) entitlement award of \$533,354 for the Program year beginning October 1, 2021 to September 30, 2022.

Inclusion of this Resolution on the July 12, 2021 Board of Alderman agenda is necessary to the timely submission of the PY47 Annual Action Plan with the Application for Federal Assistance SF424 and Certifications to HUD on or before its due date of August 15, 2021.

The Department of Economic and Community Development published the PY47 Annual Action Plan, budget and appendices were noticed for comment in the Milford Mirror newspaper and on the ECD webpage of the City website between May 27, 2021 and June 25, 2021.

Thank you for your assistance.

Enclosures

8c

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Milford, Connecticut is an entitlement jurisdiction under the U.S. Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Program. In compliance with the HUD regulations, the City of Milford has prepared its FY 2020-2024 Five-Year Consolidated Plan beginning October 1, 2020. The consolidated plan is a strategic plan for the implementation of the City's Federal Programs for housing, community and economic development.

The Five-Year Consolidated Plan establishes the City's goals for the five (5) year period and outlines the specific initiatives the City will undertake to address its needs and objectives by promoting: the rehabilitation and construction of decent, safe, and sanitary housing; creating a suitable living environment; removing slums and blighting conditions; promoting fair housing; improving public services; expanding economic opportunities; and principally benefitting low- and moderate-income persons.

This Five-Year Consolidated Plan is a collaborative effort of the City of Milford, the community at large, social service agencies, housing providers, community development agencies, and economic development groups. The planning process was accomplished through a series of public meetings, stakeholder interviews, resident surveys, statistical data, and review of the City's other community plans.

2. Summarize the objectives and outcomes identified in the Plan

The purpose of City of Milford's FY 2020-2024 Five Year Consolidated Plan is to serve as a consolidated planning document, an application, and a strategic plan for the City. The five-year strategies, priority needs, objectives, and goals were identified through a public participation process in February 2020 as described in the Citizen Participation Plan. A complete list of the strategy by goal and objective by priority is provided in the FY 2020-2024 Five Year Consolidated Plan.

Housing Strategy (High Priority/ Level 1)

Priority Need: There is a need to improve the quality of the existing housing stock in the City and to increase the supply of decent, safe, and accessible housing for low- and moderate-income persons and families of all ages.

8c

Objective: Promote residential housing choice for all ages of low- and moderate-income households. Increase new and improve the existing housing stock. Create decent, safe, sound, accessible and stable housing environments and decrease eviction and/or homelessness rates.

Homeless Strategy (High Priority/ Level 1)

Priority Need: There is an urgent need for housing and operational support to assist youth and adults experiencing homelessness and persons who are at-risk of becoming homeless.

Objective: Adopt a "Housing First" approach to rapid re-house homeless persons, youth, families, and those who may be at-risk of becoming homeless. Engage private residential property owners to assist the service providers to secure rental units, improve existing housing conditions and promote permanent supportive housing options.

Other Special Needs Strategy (Priority/ Level 2)

Priority Need: There is a growing need for affordable housing and facilities for seniors, persons with disabilities, victims of domestic violence, persons with alcohol/drug dependency, persons with development disabilities and persons with other special needs.

Objective: Improve the living conditions and services for those residents with other special needs, including the disabled population.

Community Development Strategy (Priority/ Level 2)

Priority Needs: There is a need to improve public and private property, neighborhood facilities and infrastructure, and expand public transportation services to improve the quality of life of low- and moderate-income households.

Objective: Improve private property to reduce blighted influences in neighborhoods. Enhance infrastructure and public services for low- and moderate-income persons throughout the City of Milford.

Economic Development Strategy (Priority/Level 3)

Priority Need: There is a need for employment opportunity, job skill training, small business development assistance and improvements to commercial property.

Objective: Improve and expand employment opportunities for low- and moderate-income employees and assist small businesses in the City.

8c

Administration and Planning Strategy

Priority Need: Continue sound management decisions and program practices. Request City support to execute, when required, public facility and infrastructure improvements to ensure Federal, State and/or local funds are expensed in a timely manner.

Objective: To manage and expend Federal, State, and local funds in a timely manner.

3. Evaluation of past performance

The City of Milford has a good performance record with HUD. The City regularly meets the performance standards established by HUD. Each year the City prepares its Consolidated Annual Performance and Evaluation Report (CAPER). This report is submitted within ninety (90) days after the start of the new program year.

A copy of the CAPER is available at the City of Milford's Economic & Community Development (EDC) and the Milford EDC webpage. HUD's Letter of Assessment on FY2019-20 CAPER achievements and performance was positive and Milford received a rating of satisfactory, versus unsatisfactory. In the FY 2019-20 CAPER, the City of Milford expended 100% of its CDBG funds to benefit low- and moderate-income persons. Total fund allocated to assist public services did not exceed the 15% statutory maximum and 18.69% of its funds were expended on Planning and Administration activities which is under the statutory maximum of 20%.

Prior to the end of the program year, HUD performs the annual timeliness standard 24 CFR 570.902 test to calculate the total Entitlement grant and Program Income available in the City's Line of Credit (LOC) against the total expenditures in the program year. The total LOC on August 2nd must not exceed a 1.50 % of the total of two grant year awards. According to the PR56 Timeliness Report Milford's CDBG expenditure rate a direct result of delivering grant-supported activities in a timely manner was 0.66, well under the maximum of 1.50 Line of Credit ratio allowed.

4. Summary of Citizen Participation Process and consultation process

The City of Milford followed its new 2020 Citizen Participation Plan updated as part of the process of accepting the CARES Act funds in response to the impact of the pandemic. The planning and preparation of the Annual Action Plan begins with a Notice of Funding Availability (NOFA) in the local Milford Mirror and on the City website, The NOFA and a CDBG Schedule is emailed each year at the end of January to a wide list of community leaders, potential recipients and interested parties, including agencies and organizations to notify the community that the annual planning process and how to apply for a grant.

The City with members of the Housing Partnership Committee held a virtual public hearing on April 14, 2021. The CDBG staff presents information on CDBG program performance, HUD updates and current program activities and projects.

8c

During the public hearing the community agencies and organizations and its residents have the opportunity to discuss to present grant applications submitted in March and offer feedback on funding priorities, objectives and goals.

A copy of the FY 2021 Annual Action Plan is on display for public review during a 30-day public comment period beginning May 27, 2021 and ending June 26, 2021. The notice of a 30-day public comment period is published in the Milford Mirror newspaper and is posted on the City's ECD webpage. Interested parties who want to review a copy of the Plan may do so between 9:00 am -4:00 pm in the Department of Economic & Community Development, Parson's Government Center, 70 West River Street, 2nd floor, Milford, CT 06460 or access a FY21 Annual Action Plan pdf on the ECD webpage at the following URL: <https://www.ci.milford.ct.us/economic-and-community-development/pages/community-development-block-grant-cdbg-annual-reports> . Upon completion of the 30-day public comment period, and acceptance by the Board of Alderman, the City of Milford will submit the FY 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development Hartford Office on or before the due date on August 15, 2021.

A 2020 resident survey was circulated in conjunction with preparation of the 2020-2024 Five-Year Consolidated Plan. The results of the survey were used to help determine the five-year goals and outcomes. A more detailed analysis of the five-year priorities is contained new Analysis of Impediments. Both the 2020 Survey results and the Analysis of Impediments are available for review on City's ECD webpage

5. Summary of public comments

Upon completion of the 30-day public comment period any written comments received will be included in the PY47 2021-2022 Annual Action Plan and provided to the Board of Alderman meeting in July 12, 2021. Appendix A contains all the public notices, the public hearing agenda and minutes, meeting handouts, any written public comments and a Board of Alderman Certified Resolution for submission to the HUD CPD office.

6. Summary of comments or views not accepted and the reasons for not accepting them

Written and verbal comments accepted during the public participation and approval process are attached and contained in Appendix A.

7. Summary

The City considers all public comments throughout the year, written or verbal, when considering how to allocated CDBG funds in the community. Specific goals strategies are prioritized and listed in the Five-Year Consolidated Plan but are based on the HUD's mission to improve the general living conditions of low- and moderate-income residents of the City

8c

of Milford, fund projects that sustain and protect the environment, and address the community development needs that serve to benefit all residents.

8. Budget

FY 2021 Program Year, the City of Milford, CT proposes to allocate the HUD Federal CDBG award of \$533,354 to following activities:

1. Beth El Center, No-Freeze Emergency Shelter Staff	\$ 17,800
2. Beth El Center, Soup Kitchen Coordinator	\$ 14,000
3. Boys & Girls Club, After-school Program staff	\$ 11,500
4. Milford Adult Education, Job Skill Training Scholarship Funds	\$ 2,000
5. Literacy Volunteers of S.C., English Language Tutor, Coordinator	\$ 3,000
6. Milford Transit District, Transportation	\$ 11,500
7. Department of Human Services, Rent & Mortgage Assistance	\$ 14,000
8. Rape Crisis Center of Milford, Inc., 24/7 Victim Hotline Service	\$ 3,500
9. Bridges Healthcare Inc., New Roof (includes project delivery costs \$10,000)	\$ 60,000
10. CT Audubon Milford Point Coastal Center, ADA Ramp Improvements	\$ 22,198
11. DPW, Public Improvements, ADA Curb & Sidewalk	\$ 75,787
12. Milford Redevelopment & Housing Partnership, Catherine McKeen Code Updates	\$122,000
13. Single-Family Residential Repair Program	\$ 40,000
14. Residential Repair Program, Administration	\$ 30,000
15. Grant Administration & Planning	<u>\$106,069</u>
TOTAL	\$533,354

8c

Date of Publication: May 27, 2021

CITY OF MILFORD
Notice of Public Comment
Community Development Block Grant (CDBG)

With this 30-day public notice the City seeks comment on its FY21 Annual Actin Plan prepared within the framework of the goals and objectives set in the 2020-2024 Five Year Strategic Consolidated Plan and with consultation from the Housing Partnership Committee and input from local agency leaders and the public.

The U.S. Department of Housing and Urban Development (HUD) awarded \$533,354 in Community Development Block Grant (CDBG) Entitlement funds to the City of Milford, Connecticut to complete the PY47 Annual Action Plan activities summarized below. The PY47 Annual Action Plan is available for review on the City’s Economic & Community Development (EDC) webpage at <https://www.ci.milford.ct.us/economic-and-community-development/pages/cdbg-annual-grant-applications-reports-public-information> and in the EDC Office, Parsons Government Complex, 70 W. River Street, 2nd floor, Milford, CT 06460. Written comments will be accepted between May 27, 2021 and June 26, 2021. All comments received will be included with AAP and presented to the Board of Alderman in July for acceptance and prior to electronically submitting the Plan to HUD on or before August 16, 2021.

Program Year 47 Annual Action Plan Budget

Beth El Center, No-Freeze Emergency Shelter Staff	\$ 17,800
Beth El Center, Soup Kitchen Coordinator	\$ 14,000
Boys & Girls Club, After-school Program staff	\$ 11,500
Milford Adult Education, Job Skill Training Scholarship Funds	\$ 2,000
Literacy Volunteers of S.C., English Language Tutor, Coordinator	\$ 3,000
Milford Transit District, Transportation	\$ 11,500
Department of Human Services, Rent & Mortgage Assistance	\$ 14,000
Rape Crisis Center of Milford, Inc., 24/7 Victim Hotline Service	\$ 3,500
Bridges Healthcare Inc., New Roof (includes project delivery costs \$10,000)	\$ 60,000
CT Audubon Milford Point Coastal Center, ADA Ramp Improvements	\$ 22,198
DPW, Public Improvements, ADA Curb & Sidewalk	\$ 75,787
Milford Redevelopment & Housing Partnership, Catherine McKeen Code Updates	\$122,000
Single-Family Residential Repair Program	\$ 40,000
Residential Repair Program, Administration	\$ 30,000
Grant Administration & Planning	<u>\$106,069</u>
TOTAL	\$533,354

The City of Milford accepts an additional CARES Act CDBG-CV3 Entitlement award from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$303,743. CDBG-CV applications are available to eligible applicants on an open-ended basis until the funds are fully expended or the grant period ends. Grants are considered if the applicant has been economically impacted by COVID and funds will prevent, prepare for, or respond to the Coronavirus public health and economic crisis. CDBG-CV3 will be allocated in accordance with CARES Act regulations and HUD guidance and budgeted to eligible activities within these category’s.

Public Services	\$ 152,135
Microenterprise Business Assistance	\$ 80,000
Public and Private Building Improvements	\$ 10,860
Grant Administration & Planning	<u>\$ 60,748</u>
	\$ 303,743

This award constitutes an additional substantial amendment to Milford’s FY2019-20 Annual Action Plan. CDBG-CV3 funds will be available upon acceptance by the Board of Alderman in July. CDBG-CV1 grant applications are available on the ECD webpage. A CDBG Program Schedule is located on the ECD webpage. Given reasonable notice, an individual with a disability may request assistance to participate in the meetings by contacting the ECD at (203)783-3230.

8c

Public Comment Statement

Appendix A contains all notices, reports and information provided to the public and applicants during the public participation process, the public hearing and of public review during the 30-day public comment period beginning on May 27, 2021 and ending June 25, 2021.

No written comments on the Program Year 47 FY21 Annual Action Plan and CDBG-CV3 were received during the 30-day public comment period. The City's Annual Action Plan will be submitted according to the 2021 CDBG Schedule and by or before August 15 to the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (CPD), 20 Church Street, 10th Floor, Hartford, CT 06103-3220.

RESOLUTION

RE: GRANT APPLICATION FOR CONSOLIDATED HOUSING AND
COMMUNITY DEVELOPMENT PLAN - CARES ACT

RE: WHEREAS, the Housing and Community Development Act of 1974 and 1987 and The National Affordable Housing Act of 1990 and amendments thereto provides federal funds to create suitable living conditions and improve the health, safety, and public welfare for residents in the community through code enforcement, housing assistance programs, property acquisition and demolition of public use, the expansion and improvement of job skills & training, the quality and accessibility of public services and facilities, in particular to benefit household who live at low to moderate income levels, and in neighborhoods where improvements and accessibility to existing historic properties and recreational spaces will benefit the residents and assist the City to further achieve its goal of a safe, decent affordable community; and

WHEREAS, the City of Milford is entitled to receive Three Hundred and Three Thousand Seven Hundred Forty-Three Dollars (\$303,743) from said Act; and

WHEREAS, it is in the best interest of the City of Milford to make application for such funding,

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Board of Aldermen of the City of Milford that the Mayor, on behalf of the City of Milford, is hereby authorized to execute the application for funds for the Program Year beginning October 1, 2021 from the U.S. Department of Housing and Urban Development RE: the Housing and Community Development Act of 1974 and 1987 and the National Affordable Housing Act of 1990 and amendments thereto and upon approval of said application is authorized to execute any and all documents applicable to the grant program and to take such actions as may be necessary to carry out the Community Development Block Grant Program.


Clerk of the Municipality

Dated at Milford, CT this _____ day of July, 2021

8d

MEMORANDUM

To: Mayor Benjamin G. Blake

From: Sheila Dravis, CDBG Administrator 

Date: June 25, 2021

Cc: Atty. Jonathan Berchem, City Attorney
Karen Fortunati, City Clerk

Subject: Request for Aldermanic Agenda on July 12, 2021 - Resolution to Authorize Application for Community Development Block Grant – Coronavirus (CDBG-CV3) FY20 CARES Act

Please include for the Alderman agenda packet the attached letter from HUD awarding FY20 CARES Act CDBG-CV3 to the City of Milford, the 30-Day notice of public comment and a public comment summary for review by the Mayor and Alderman.

Please find the attached Resolution that authorizes the Mayor to:

Execute the application for Federal Assistance SFS424 to receive the CARES Act Community Development Block Grant (CDBG-CV3) award of \$303,743. The City of Milford, CDBG-CV3 award will be allocated by a substantial amendment to the PY45 Annual Action Plan (FY2019-20) to prevent, prepare for, and respond to the health and economic concerns directly related to the coronavirus. Upon acceptance of the award, the PY45 Annual Action Plan (AAP) will be substantially amended for approval by HUD.

Inclusion of this Resolution on the July 12, 2021 Board of Alderman agenda is necessary to the accept the award and submit the amended PY45 AAP, Application for Federal Assistance SF424 and Certifications to HUD on or before August 15, 2021.

The Department of Economic and Community Development published the CDBG-CV3 Substantial amendment to the PY45 Annual Action Plan for comment in the Milford Mirror newspaper and on the ECD webpage of the City website between May 27, 2021 and June 25, 2021.

Thank you for your assistance.
Enclosures

Date of Publication: May 27, 2021

CITY OF MILFORD
Notice of Public Comment
Community Development Block Grant (CDBG)

With this 30-day public notice the City seeks comment on its FY21 Annual Actin Plan prepared within the framework of the goals and objectives set in the 2020-2024 Five Year Strategic Consolidated Plan and with consultation from the Housing Partnership Committee and input from local agency leaders and the public.

The U.S. Department of Housing and Urban Development (HUD) awarded \$533,354 in Community Development Block Grant (CDBG) Entitlement funds to the City of Milford, Connecticut to complete the PY47 Annual Action Plan activities summarized below. The PY47 Annual Action Plan is available for review on the City’s Economic & Community Development (EDC) webpage at <https://www.ci.milford.ct.us/economic-and-community-development/pages/cdbg-annual-grant-applications-reports-public-information> and in the EDC Office, Parsons Government Complex, 70 W. River Street, 2nd floor, Milford, CT 06460. Written comments will be accepted between May 27, 2021 and June 26, 2021. All comments received will be included with AAP and presented to the Board of Alderman in July for acceptance and prior to electronically submitting the Plan to HUD on or before August 16, 2021.

Program Year 47 Annual Action Plan Budget

Beth El Center, No-Freeze Emergency Shelter Staff	\$ 17,800
Beth El Center, Soup Kitchen Coordinator	\$ 14,000
Boys & Girls Club, After-school Program staff	\$ 11,500
Milford Adult Education, Job Skill Training Scholarship Funds	\$ 2,000
Literacy Volunteers of S.C., English Language Tutor, Coordinator	\$ 3,000
Milford Transit District, Transportation	\$ 11,500
Department of Human Services, Rent & Mortgage Assistance	\$ 14,000
Rape Crisis Center of Milford, Inc., 24/7 Victim Hotline Service	\$ 3,500
Bridges Healthcare Inc., New Roof (includes project delivery costs \$10,000)	\$ 60,000
CT Audubon Milford Point Coastal Center, ADA Ramp Improvements	\$ 22,198
DPW, Public Improvements, ADA Curb & Sidewalk	\$ 75,787
Milford Redevelopment & Housing Partnership, Catherine McKeen Code Updates	\$122,000
Single-Family Residential Repair Program	\$ 40,000
Residential Repair Program, Administration	\$ 30,000
Grant Administration & Planning	<u>\$106,069</u>
TOTAL	\$533,354

The City of Milford accepts an additional CARES Act CDBG-CV3 Entitlement award from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$303,743. CDBG-CV applications are available to eligible applicants on an open-ended basis until the funds are fully expended or the grant period ends. Grants are considered if the applicant has been economically impacted by COVID and funds will prevent, prepare for, or respond to the Coronavirus public health and economic crisis. CDBG-CV3 will be allocated in accordance with CARES Act regulations and HUD guidance and budgeted to eligible activities within these category’s.

Public Services	\$ 152,135
Microenterprise Business Assistance	\$ 80,000
Public and Private Building Improvements	\$ 10,860
Grant Administration & Planning	<u>\$ 60,748</u>
	\$ 303,743

This award constitutes an additional substantial amendment to Milford’s FY2019-20 Annual Action Plan. CDBG-CV3 funds will be available upon acceptance by the Board of Alderman in July. CDBG-CV1 grant applications are available on the ECD webpage. A CDBG Program Schedule is located on the ECD webpage. Given reasonable notice, an individual with a disability may request assistance to participate in the meetings by contacting the ECD at (203)783-3230.

Public Comment Statement

Appendix A contains all notices, reports and information provided to the public and applicants during the public participation process, the public hearing and of public review during the 30-day public comment period beginning on May 27, 2021 and ending June 25, 2021.

No written comments on the Program Year 47 FY21 Annual Action Plan and CDBG-CV3 were received during the 30-day public comment period. The City's Annual Action Plan will be submitted according to the 2021 CDBG Schedule and by or before August 15 to the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (CPD), 20 Church Street, 10th Floor, Hartford, CT 06103-3220.

8d



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

September 11, 2020

The Honorable Benjamin Blake
Mayor of Milford
110 River Street
Milford, CT 06460

Dear Mayor Blake:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department immediately allocated \$2 billion on March 27, 2020, the same day President Trump signed the Act, based on the fiscal year 2020 CDBG formula; this constituted the first round of CDBG-CV funds. Next, \$1 billion was required by the Act to be allocated to States and insular areas within 45 days of enactment of the Act; HUD accomplished this on May 11, 2020, and this constituted the second round of CDBG-CV funds. Finally, the remaining \$2 billion in CDBG-CV funds was required by the Act to be allocated to states and local governments at the discretion of the Secretary on a rolling basis; HUD accomplished this on September 11, 2020, and this constituted the third round of CDBG-CV funds. Additionally, up to \$10 million will be set aside for technical assistance.

Accordingly, this letter informs you that your jurisdiction's allocation for the third round is \$303,743. Your cumulative amount for all allocation rounds is \$606,952.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2019 and FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the HUD Secretary to grant waivers and alternative requirements of statutes and regulations the HUD Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent,

prepare for, and respond to coronavirus.

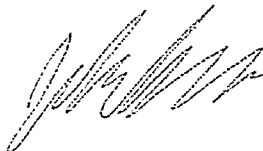
The CDBG CARES Act Federal Register Notice (FR-6218-N-01) was released on August 10, 2020. The notice describes the allocations and grant procedures applicable to the CDBG-CV grants. It also describes the program flexibilities, waivers, and alternative requirements that apply to the CDBG-CV grants as well as the fiscal year 2019 and 2020 CDBG grants. As further such flexibilities become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and the requirement that each grantee have adequate procedures to prevent the duplication of benefits (DOB). HUD will provide guidance and technical assistance on DOB, the prevention of fraud, waste, and abuse, and on documenting the impact of this program for beneficiaries.

Reminder, all CPD Grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds- which will delay your ability to drawdown funds in the Integrated Disbursement & Information System (IDIS). Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,



John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development

DATE: 07/01/21
TO: Board of Aldermen
FROM: Mayor's Office



THE CITY OF MILFORD, CT
ALLOCATION TRANSFER

FISCAL YEAR 2021-2022

Transfer No.

1

TRANSFER FROM

1005 390200

CLASSIFICATION

Fund 1005 - Fund Balance Unreserved

MAYOR PROPOSES

570,000

BOARD OF ALDERMEN APPROVES

TRANSFER TO

404121 554750 0346

CLASSIFICATION

Vehicle Acquisition - Equipment Replacement

MAYOR PROPOSES

570,000

BOARD OF ALDERMEN APPROVES

BE IT RESOLVED

By the Board of Aldermen of the City of Milford here, in accordance with the provisions of the Connecticut General Statutes and upon recommendation of the Mayor of the City of Milford, the unallocated funds, as indicated herewith, are hereby allocated for

RECOMMENDED BY:

[Signature]

MAYOR

7-1-21

DATE

I CERTIFY THAT THE AMOUNT RECOMMENDED FOR ALLOCATION FOR THE ABOVE-INDICATED AMOUNT IS UNEXPENDED AND UNENCUMBERED.

FINANCE DIRECTOR

[Signature]

DATE

7-1-21

8e

8e

FIVE YEAR VEHICLE ACQUISITION PLAN					
2021-2025					
PUBLIC WORKS					
	2021	2022	2023	2024	2025
Payloader	0	0	200,000	0	200,000
Crew Cab	0	0	0	0	0
Plow Truck (Grant)	405,000	200,000	200,000	200,000	200,000
Backhoe	0	0	0	0	180,000
Mini Excavator	0	0	0	0	0
Roll-Off	0	235,000	0	0	0
Sanitation Truck	0	0	0	0	0
Recycling Truck	*310000	0	0	0	0
Replacement Plow	0	50,000	0	0	0
Beach Rake/Tractor	0	0	0	0	0
Small Dump	0	0	0	0	0
Paving Truck (Grant)	90,000	0	0	0	0
Sidewalk Plow/Loader Blower	0	125,000	0	0	0
Pickup Trucks (F250)	0	45,000	45,000	0	45,000
Stump Grinder	0	0	0	0	0
Mower	0	35,000	36,000	38,000	0
Seeper, 3-Wheel	0	245,000	0	0	0
Hooklift	0	125,000	125,000	0	0
Van/Box Truck (Grant)	45,000	40,000	0	0	0
Auto/Light Duty Vehicles	0	42,000	43,000	44,000	45,000
Bucket Truck 60ft Hi-Lift	0	0	0	0	0
Roadside Mower (Grant)	146,000	0	0	0	0
Subtotal	996,000	1,142,000	649,000	282,000	670,000
POLICE DEPARTMENT					
Police Cruisers	*220000	0	0	0	0
Subtotal	0	0	0	0	0
FIRE DEPARTMENT					
Fire Command Vehicle	*40000	0	0	0	0
Subtotal	0	0	0	0	0
Total	1,256,000	1,142,000	649,000	282,000	670,000
* \$570,000 - Allocation Transfer for Recycling Truck, Police Cruisers, and Fire Command Vehicle					



MEMORANDUM OF AGREEMENT
Between
WORKFORCE ALLIANCE
560 ELLA T. GRASSO BOULEVARD, NEW HAVEN, CT 06519
And
THE CITY OF MILFORD
70 WEST RIVER STREET, MILFORD, CT 06460

JULY 1, 2021 – JUNE 30, 2022

STATE GENERAL FUND GRANT

Workforce Alliance is a key managing partner, lead organization and fiduciary agent for the 2021 CT Youth Employment Program (CYEP), a collaborative effort established to provide youth experiencing socioeconomic barriers to success with enriching year-round employment opportunities, innovative career development activities and essential work readiness skills. Workforce Alliance is responsible for the fiscal management of the 2021 CT Youth Employment Program funds allocated to the South-Central Connecticut Region municipalities. In accordance with program requirements, the following roles and responsibilities have been established for each partner through this Agreement:

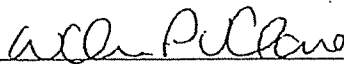
Workforce Alliance will:

- Allocate a total of \$42,500 in funding to the City of Milford upon receipt of 2021 CYEP funds. Funding is contingent upon availability of funds through the CT Department of Labor.
- Provide 20% of the allocation upon receipt of this agreement, invoice submission and Department of Labor funding approval.
- Review and verify youth applications for program eligibility.
- Provide technical assistance in the implementation of the employment program(s).

The City of Milford will:

- Recruit youth program applicants and collect required documents for participant enrollment.
- Develop program worksites and/or provide additional services (i. e. career exploration, educational services, etc.) to youth.
- Provide program orientation for youth.
- Place youth in suitable, safe worksites that abide by all child labor laws and agree that no youth placement shall displace any municipal employee and provide union concurrence where required.
- Have written agreements with worksite sponsors.
- Ensure that program participants receive “work readiness” training and/or activities described in program narrative.
- Provide day to day oversight of program operations.
- Monitor and evaluate youth program activities throughout the program period.
- Expend, at a minimum, 70% of allocated funds for participant wages and benefits.
- Expend, at a maximum, 30% of allocated funds for program/participant support.
- Manage funds in accordance with the attached budget, specifically payroll processing and check distribution.
- Request funds in a timely manner.
- Evaluate youth program activities at least once throughout the program period.
- Submit a final program report and final program invoice to Workforce Alliance by July 8, 2022.
- Source of funding: CYEP (DOL) ; State single audit ID number: _____
- Comply with and follow State audit requirements.

For Workforce Alliance:

 7/1/21

William P. Villano Date
President & CEO

For the City of Milford:

Authorized Signature Date
Print Name/Title _____

Milford Youth Employment and Training Program
 Project Budget - Fiscal Year 2021/2022

- Enter data in yellow boxes only.

Workforce Investment Board

Contract Number

Budget	Summer Only 7/1/21 - 6/30/22	Summer		
1. Participant Wages (estimated 17 Youth)	\$ 29,760	\$ -		
2a. Supportive Services	\$ 250			
2b. Direct Program Services	\$ 12,490			
2c. Indirect Costs				
2d. Summer Program Only - Subtotal of Supportive Services and Indirect Costs	\$ 250			
2e. Subtotal: Supportive Services, Director Program Services and Indirect Costs	\$ 12,740	\$ -	\$ -	\$ -
Total (Lines 1 and 2d)	\$ 42,500	\$ -	\$ -	\$ 42,500

48

The Summer-only portion of the budget, \$ 42,500

is

100%

of the total budget

\$ 42,500

WIOA Youth Programs

Organization: City of Milford Employment and Training Administration

WIOA Youth Program: Occupational Skills Training

Please list how your proposed program activities relate to the 14 required elements for WIOA Youth programs, as well as person designated to monitor progress.

Required WIOA Elements	Program Specific Activity & Staff Designated to Monitor Progress
1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential	Study Skills Training is incorporated into the C.N.A. Program. Youth who are having difficulty with the material will receive academic remediation and tutoring
2. Alternative secondary school offerings	Youth without a high school diploma or GED will be referred to training that will prepare them to earn their diploma or GED.
3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include: a) Summer employment opportunities and other employment opportunities available throughout the school year; b) pre-apprenticeship programs; c) internships and job shadowing; and d) on-the-job training opportunities	Youth will participate in a 5 week unpaid On-the-Job training and assisted in job search and placement The Program Director will monitor progress.
4. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster	Youth will receive work readiness and academic support while working towards earning their credential.
5. Occupational skills training in in-demand occupations	Youth will participate in C.N.A. Occupational Skills Training and be prepared to earn their State Registration.
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate	Youth will participate in conflict resolution, peer mediation, time management, interpersonal communication, and teamwork as outlined in our curriculum.
7. Supportive Services	Youth will be referred to the appropriate agency or The WorkPlace
8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months	Mentoring by program staff; youth will act as peer mentors
9. Follow-up services for not less than 12 months after the completion of participation, as appropriate	Program Director will provide follow-up services regarding postemployment inter agency referrals and credential attainment
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate	Referrals where necessary to collaborating organizations. Program Director will coordinate these referrals
11. Financial Literacy Education	Our program curriculum incorporates financial literacy with how to prepare a budget, balancing a checkbook and money management
12. Entrepreneurial Skills Training	Youth will be referred to Youth Works Staff
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration	Youth will explore in-demand careers in the local area. They will focus on their career interest and will research topics; educational requirements, salary levels and career ladders for advancement.
14. Activities that help youth prepare for transition to postsecondary education and training	Educational information and assistance with applications will be offered.

89

CONTRACT NUMBER: WYOU-2021- META-001			
Parties To Contract	The WorkPlace, Inc. 1000 Lafayette Blvd., 5 th Floor Bridgeport CT 06604		The WorkPlace Program Manager Name: Cathy Robinson- Patton Telephone: 203-787-8249 E-Mail: crpatton@workplace.org
	Contractor's Name and Address	City of Milford Employment and Training Administration 150 Gulf Street Milford, CT 06460	Contractor IRS ID No. 222505206
			DUNS No. 833026342
	Payment Address <i>(if different from above)</i>		Contractor Representative Lisa Streit
Type of Ownership		Yes	No
<input checked="" type="checkbox"/> Corporation Incorporated Under the Laws of the State of:		<input type="checkbox"/>	<input checked="" type="checkbox"/> Minority Business
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Governmental Entity		<input type="checkbox"/>	<input checked="" type="checkbox"/> Women Business
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Trusteeship		<input checked="" type="checkbox"/>	<input type="checkbox"/> Non-Profit
Contract Start Date 7/1/2021		Contract End Date 6/30/2022	Maximum Allowable Contract Amount \$54,000
PURPOSE: The City of Milford Employment and Training Administration (META), hereinafter referred to as Contractor, shall provide occupational skills training to youth enrolled in The WorkPlace's WIOA Youth program.			
TERMS AND CONDITIONS OF CONTRACT: The parties hereto agree that Contractor shall provide services in accordance with its proposal which is attached and made a part hereof. In consideration for the services to be provided by Contractor for the period shown above, Contractor will receive reimbursement not to exceed the total amount shown above; such amount to be paid pursuant to this Contract Face Sheet (Part I), Scope of Services (Part II), Budget Summary (Part III), Reporting Template (Part IV), WIOA Specific Provisions (Part V) and all documents signed and submitted to The WorkPlace as part of the "WorkPlace General Terms and Conditions" (Part VI), hereby incorporated by reference in its entirety. This is a cost reimbursement contract. Reimbursement is based on successful performance and actual costs incurred. The WorkPlace assumes no liability for payment under the terms of this Contract, until said Contractor is notified by The WorkPlace that said contract has received final approval. This Contract is the entire agreement between the parties hereto and may be amended only in writing by The WorkPlace.			
FUNDING: Connecticut Department of Labor			
DESIGNATION PER 2 CFR 200.330:		<input type="checkbox"/> Subrecipient	<input checked="" type="checkbox"/> Contractor
ACCEPTANCES: In witness whereof the parties have affixed their signatures on the day, month and year written below.			
CONTRACTOR APPROVAL			<i>(Affix Corporate Seal Here)</i>
_____		7/1/2021	_____
Benjamin G. Blake, Mayor, City of Milford		Date	
WORKPLACE APPROVAL			<i>(Affix Corporate Seal Here)</i>
_____		7/1/2021	_____
Joseph M. Carbone, President & CEO		Date	

89

INDEX

- **Part I:** Contract Face Sheet
- **Part II:** Scope of Services
- **Part III:** Budget Summary
- **Part IV:** Reporting Template
- **Part V:** WIOA Specific Provisions
- **Part VI:** WorkPlace General Terms and Conditions
- **Attachment A:** Youth Tracking Form
- **Attachment B:** Participant Receipt Confirmation

89

Part II

SCOPE OF SERVICES

A. Purpose

Per Section 129(c)(1)(C) of the Workforce Innovation and Opportunity Act (WIOA), funds allocated to youth programs shall be used to implement programs that identify career pathways for participants and directly align those career pathways with employment, training, education, and supportive services to target high-demand industries and meet the need for skills among regional employers. To facilitate this objective, programs must incorporate occupational skills training, leadership development opportunities, and entrepreneurial skills training, among other components, as part of the overall youth program design.

Contractor shall provide the services detailed below to 18 out-of-school youth enrolled in The WorkPlace's WIOA Youth program.

B. Target Population

The program shall serve 18 out-of-school youth between the ages of 16 and 24 in the Southwest Service Delivery area (SDA). All participants enrolled in training must have a valid Referral Letter issued and signed by The WorkPlace.

C. Description of Services

For each cohort, Contractor shall deliver approximately 260 hours of training, including 160 of classroom instruction, 48 hours of clinical experience and 52 hours of job/ life skills coaching. Classroom instruction will be held Monday through Friday over the course of 8 weeks.

1. Occupational Skills Training

Contractor shall:

- a. Prepare all program content, process design and materials to offer an occupational skills training that leads to participants earning their Certified Nurse Aide (CNA) license from the State of Connecticut.
- b. Ensure that the training is outcome oriented and focused on an occupational goal specified in the participant's Individual Service Strategy (ISS).
- c. Arrange for participants that successfully complete the training to take the required examination to earn the occupational skill credential or license.
- d. Integrate project-based learning activities into the curriculum, so as to provide participants with practical, hands on learning experience.

2. Career Exploration

Contractor shall:

- a. Provide career awareness and exploration activities that expose participants to occupations in high growth, in-demand industries. The WorkPlace requires that participants explore at minimum the following industries: Retail Services, Construction, Advanced Manufacturing, Culinary Arts, Healthcare, and Hotel and Hospitality. Contractor may choose to explore additional occupations as long as they are in in-demand, high growth industry (ies).

89

- b. Use labor market information to clearly illustrate the skills, education and certification or credentials needed for participants to enter the field of their choice.
- c. Assist each participant in developing a career plan that identifies occupations within an industry, education requirements, and opportunities for career advancement.

3. Leadership and Work Readiness Skills

Contractor shall:

- a. Provide leadership development opportunities that are designed to encourage responsibility, confidence, employability, self-determination, and other positive social behaviors such as:
 - i. exposure to postsecondary educational possibilities;
 - ii. community and service-learning projects;
 - iii. peer-centered activities, including peer mentoring and tutoring;
 - iv. organizational and teamwork training, including team leadership training;
 - v. training in decision-making, including determining priorities and problem solving.
- b. Include a Pre and Post Work Readiness Assessment. A sample assessment can be found at: <https://wdr.doleta.gov/directives/attach/TEGL/TEGL07-10a4.pdf>
- c. Provide job seeking preparation skills to help participants secure employment, including at minimum, creating a resume, cover letter, thank you letter, completing a job application, conducting job search, and preparing for the interview.

4. Work-based Experience

Contractor shall:

- a. Work collaboratively with CareerHub Workforce Specialists to connect participants to appropriate work-based opportunities including paid or unpaid internships, job shadowing and, on-the-job training opportunities.
- b. Work collaboratively with CareerHub Specialists to monitor and evaluate participants' performance on work-based assignments including paid and on-the-job training.

5. Financial Literacy Training

Contractor shall deliver Financial Literacy training. The WorkPlace recommends Contractor use the "Your Money, Your Goals: A financial empowerment toolkit for Social Services Program issued by the Consumer Financial Protection Bureau. The Your Money Your Goals Toolkit is available at: <https://www.consumerfinance.gov/practitioner-resources/your-money-your-goals/toolkit/>

6. Computer Literacy Training

Contractor shall assess each participant's computer skills to determine their level of basic computer competencies. At minimum participants must understand basic computer terminology, know parts of the computer and their functions, basic document composition, create and analyze spreadsheets, navigate the Internet, and effectively use social media applications including; LinkedIn, Facebook and other search media.

7. Recruitment

Contractor shall look to recruit and refer prospective individuals to CareerHub for enrollment in the WIOA Youth program. The WorkPlace shall perform all eligibility determinations for

89

individuals referred by Contractor. Eligible individuals referred by Contractor will be given the opportunity to select any approved training available through The WorkPlace's WIOA Youth program including, but not limited to, the Contractor's training.

D. Performance Measures

Program Service	Target
Percentage of participants earning Certified Nurse Aide (CNA) license from the State of Connecticut.	70%
Percentage of participants developing a personal career plan based on ETA's Competency Model (including assessments)	85%
Percentage of participants completing a portfolio consisting of: a professional resume, cover letter and sample thank you letter to an employer	90%
Percentage of participants completing occupational, labor market and company research	90%

E. Reporting

1. Submit monthly reports using the reporting template provided in Part IV. submit the report to the Program Manager, by the 10th day of each month. The report should encompass all programmatic activity that occurred during the month prior. The report must be typewritten and submitted electronically.
2. Participant status reports using "CareerHub's Youth Tracking Form" (see Attachment A). This form must include:
 - i. a detailed narrative of the participant's progress,
 - ii. steps required for the participant to successfully complete the training, and
 - iii. strengths the participant displays.
3. Within 10 days of the completion of the program, prepare and deliver a detailed narrative to the Program Manager describing the number of participants served, final performance outcomes, problems encountered and actions taken, program activities, participant success stories, participant feedback, and any other pertinent information regarding participants' experience in the training program.

F. Budget

The costs of all services under this Contract are not to exceed the maximum allowable contract amount of \$54,000.

Any changes to the budget must be approved by The WorkPlace and documented in a signed amendment before going into effect. Contractor will not be paid for services beyond the Scope of this Contract or in excess of the Budget of this Contract unless there is a fully executed amendment to this Contract.

Performance Based Allocation	Cost Reimbursement Allocation	Total Allocation
\$5,400	\$48,600	\$54,000

89

Performance Based Allocation			
Benchmark	% of Total Allocation	Per Participant	Total Available
Participant earns nationally recognized postsecondary certificate or credential	10%	\$300	\$5,400

G. Site Visits

Authorized representatives of The WorkPlace have the right to make site visits at reasonable times to access participants' files, review program accomplishments and to provide technical assistance, if required.

8h

CONTRACT NUMBER: JFES-2021-META-001

Parties To Contract	The WorkPlace, Inc. 1000 Lafayette Blvd., 5 th Floor Bridgeport CT 06604		The WorkPlace Program Manager	
			Name:	Paula Breeden
			Telephone:	203.610.8546
			E-Mail:	pbreeden@workplace.org
	Contractor's Name and Address	City of Milford Employment and Training Administration 150 Gulf Street Milford, CT 06460	Contractor IRS ID No. 222505206	
Payment Address <i>(if different from above)</i>		DUNS No. 833026342		
		Contractor Representative Lisa Streit		
		Telephone Number 203-783-3243		

Type of Ownership (check applicable classification)

- Corporation Incorporated Under the Laws of the State of: CT
- Limited Liability Company Partnership Governmental Entity
- Sole Proprietorship Trusteeship

Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Minority Business
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Women Business
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-Profit

Contract Start Date 7/1/2021	Contract End Date 6/30/2022	Maximum Contract Amount \$30,000
---------------------------------	--------------------------------	-------------------------------------

PURPOSE: The City of Milford Employment and Training Administration (META), hereinafter referred to as Contractor, shall provide Occupational Skills Training with Adult Education Services to JFES participants in the Southwest Service Delivery Area.

TERMS AND CONDITIONS OF CONTRACT:

The parties hereto agree that Contractor shall provide services in accordance with its proposal which is attached and made a part hereof. In consideration for the services to be provided by Contractor for the period shown above, Contractor will receive reimbursement not to exceed the total amount shown above; such amount to be paid pursuant to this Contract Face Sheet (Part I), Scope of Services (Part II), Budget Summary (Part III), Reporting Template (Part IV), and all documents signed and submitted to The WorkPlace as part of the "WorkPlace General Terms and Conditions" (Part V), hereby incorporated by reference in its entirety. This is a cost reimbursement contract. Reimbursement is based on successful performance and actual costs incurred. The WorkPlace assumes no liability for payment under the terms of this Contract, until said Contractor is notified by The WorkPlace that said contract has received final approval. This Contract is the entire agreement between the parties hereto and may be amended only in writing by The WorkPlace.

FUNDING: Connecticut Department of Labor

DESIGNATION PER 2 CFR 200.330: Subrecipient Contractor

ACCEPTANCES: In witness whereof the parties have affixed their signatures on the day, month and year written below.

CONTRACTOR APPROVAL *(Affix Corporate Seal Here)*

_____ 7/1/2021
Benjamin G. Blake, Mayor, City of Milford Date

THE WORKPLACE APPROVAL *(Affix Corporate Seal Here)*

_____ 7/1/2021
Joseph M. Carbone, President & CEO Date

8h

INDEX

- **Part I:** Contract Face Sheet
- **Part II:** Scope of Services
- **Part III:** Budget Summary
- **Part IV:** Reporting Template
- **Part V:** WorkPlace General Terms and Conditions

Part II

SCOPE OF SERVICES**A. Purpose**

Contractor shall deliver Occupational Skills Training with Adult Education Services to prepare Jobs First Employment Services (JFES) participants for high-demand occupations. Through Contractor's training, participants will obtain the Certified Nurse Aide (CNA) license from the State of Connecticut.

B. Target Population

Contractor shall serve 10 JFES participants in the Southwest Service Delivery Area.

Career Resources, Inc. (CRI) shall make referrals to the training program and provide case management services to program participants.

C. Program Duration

Each training cycle will run for approximately 6 weeks or 210 hours.

D. Description of Services

Contractor shall:

1. Deliver 6 weeks of Occupational Skills Training with Adult Education Services to prepare participants to obtain the Certified Nurse Aide (CNA) license from the State of Connecticut.
2. Arrange testing for the CNA testing upon participants' successful completion of training.
3. Offer remediation services to participants who need additional time to successfully complete the training.
4. Provide tutoring in preparation for the certification examinations.
5. Provide job search assistance.
6. Provide Staff certified and experienced instructors to instruct all training sessions. Instructors must be employed by or otherwise engaged in a contractual relationship with Contractor.
7. Submit a training report to the Program Manager with current referrals dates as well as start and end dates for training cycles.
8. Deliver services according to the "JFES Training Order PY21-22", submitted by Contractor to The WorkPlace.
9. Submit monthly progress reports on all programmatic activities that occurred during the prior month. See "Reporting" below.
10. Make all trainings and services delivered under this contract must be made available to participants in a virtual format.

E. Performance Measures

8h

Performance Measure	Description	Goal
Enrollment	Number of participants enrolled in the training.	100%
Complete Training & Attain Credential/Certificate	Number of participants completing training and earning Certified Nurse Aide (CNA) license from the State of Connecticut.	80%
Entered Employment	Number of participants that transition into new or upgraded unsubsidized employment as a result of the training.	70%

F. Reporting

Contractor Shall:

1. Submit monthly reports using the reporting template provide in Part IV. Contractor shall submit the report to the Program Manager, by the 10th day of each month. The report should encompass all programmatic activity that occurred during the month prior. The report must be typewritten and submitted electronically.
2. Within 10 days of the completion of the program, Contractor shall prepare and deliver a detailed narrative to the Program Manager describing the number of participants served, final performance outcomes, problems encountered and actions taken, program activities, participant success stories, participant feedback, and any other pertinent information regarding participants' experience in the training program.

G. Budget and Payment

This contract is a 90% cost reimbursement and 10% performance based. The costs of all services under this Contract are not to exceed the maximum allowable contract amount of \$30,000.

Of the maximum contract amount, 90% or up to \$27,000 is available on a cost reimbursement basis and 10% or up to \$3,000 is available to the Contractor on a performance basis.

Based upon the 10% performance holdback, Contractor can receive up to a maximum of \$300 per participant that earns one of the abovementioned industry-recognized credentials/certificates. Contractor will be paid in accordance with the following benchmarks:

Performance Based Allocation		
Benchmark	\$300 per participant earns the Certified Nurse Aide (CNA) license from the State of Connecticut.	\$3,000

Any changes to the budget must be approved by The WorkPlace and documented in a signed amendment before going into effect. Contractor will not be paid for services beyond the Scope of this Contract or in excess of the Budget of this Contract unless there is a fully executed amendment to this Contract.

H. Site Visits

Authorized representatives of The WorkPlace have the right to make site visits at reasonable times to access participants' files, review program accomplishments and to provide technical assistance, if required.

CONTRACT TERMS AND CONDITIONS PACKAGE

Instructions

In an effort to streamline the contracting process and reduce the duplication of effort throughout the year, The WorkPlace will maintain a central file of contract documents. On July 1 of each year, Contractors must submit **original and/or electronic copies** of the documents listed below, which will be maintained for a period of one year (e.g., 7/1/2021 through 6/30/2022).

Before submitting the "Contract Terms and Conditions Package", please be sure that you have included ALL REQUIRED documents. Using this checklist, review your Contract Terms and Conditions Package. Place a check mark in each box to make sure you have completed and enclosed ALL required documents.

Required Contract Documents	
<input type="checkbox"/>	Contract Terms and Conditions Package - Acknowledgement
<input type="checkbox"/>	Contractor Information Form
<input type="checkbox"/>	General Terms and Conditions
<input type="checkbox"/>	Assurances - Non-Construction Programs
<input type="checkbox"/>	Certification Resolution
<input type="checkbox"/>	Debarment Certification
<input type="checkbox"/>	Certification for Lobbying
<input type="checkbox"/>	Drug Free Workplace Requirements
<input type="checkbox"/>	SEEC Form 10

Please complete and scan the enclosed documents, along with all other contract documents, to Lori Burgos, Compliance Coordinator at lbargos@workplace.org. Please use the following subject line in your e-mail.

[Your Organization's Name] – Contract Terms & Conditions Package

ACKNOWLEDGEMENT

I, _____, _____ of, _____, _____
named as the Contractor in this instrument and existing under the laws of the State of _____,
have executed the enclosed forms and documents on the date below, and certify that I have read,
understood, and agreed to the terms and conditions set forth herein, which shall apply to all written
agreements entered into between _____, and The WorkPlace
from July 1, 2021 to June 30, 2022.

Name of Contracting Entity

Name and Title Signatory/ Officer

Signature

Date

CONTRACTOR INFORMATION FORM

Please complete this form if there have been any updates to your organization that need to be reflected in forthcoming contracts.

Contractor Legal Name			
Federal EIN # or SSN #		DUNS #	

Type of Ownership		
<input type="checkbox"/> Corporation Incorporated Under the Laws of the State of:		
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> Governmental Entity
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Trusteeship	
Entity Designations (Check all that apply)		
<input type="checkbox"/> Minority Business	<input type="checkbox"/> Women Business	<input type="checkbox"/> Non-Profit

Contractor Address		
Address:		
City:	State:	Zip:
Contractor Mailing Address (if different from above)		
Address:		
City:	State:	Zip:
Authorized Contract Signatory		
Name:		
Title:		
Phone #:	Fax #:	
Email:		
Authorized Certifying Officer (Secretary/Clerk of Corporation, City or Town Clerk, Secretary/Clerk of Association)		
Name:		
Title:		
Contractor's Designated Contact Person (if different from contract signatory)		
Name:		
Title:		
Phone #:	Fax #:	
Email:		

GENERAL TERMS AND CONDITIONS

The parties to the Contract shall adhere to the following provisions, except where they are superseded by Specific Terms and Conditions.

1. GENERAL DEFINITIONS

(A) "The WorkPlace" as used herein shall be synonymous with the term "grantor".

(B) "Contractor" as used herein means a private profit or non-profit corporation company, individual, agency, organization or municipality having an approved "Contract" with The WorkPlace, to furnish services. As used herein the term "Contractor" shall be synonymous with the terms "grantee" and "agency".

(C) "Contract" means establishment of a binding legal relationship obligation. As used herein the term "Contract" shall be synonymous with the terms "agreement" and "grant".

(D) "Program Client" as used herein means any recipient of services provided by Contractor under the program which is the subject of the Contract.

2. EFFECTIVE DATE

The Contract shall not become effective until it is signed by The WorkPlace authorized official(s). Upon such execution, the Contract shall be deemed effective for the entire term specified on the contract face page.

3. TERMINATIONS, REALLOCATION, AND/OR REDUCTION

(A) **Termination for Cause** – If, for any reason, either Contractor or The WorkPlace shall fail to fulfill in a timely and proper manner its obligations under the Contract, or shall violate any of the covenants or stipulations under the Contract, the other party shall thereupon have the right to terminate this agreement by giving written notice to the breaching party of such termination and the reason therefore specifying the effective date thereof at least (30) days before the effective date of such termination. In such event, all records, assets, property and documents of any nature, prepared or purchased by Contractor under this agreement shall become available for audit. Contractor shall not be relieved of liability to The WorkPlace for damages sustained by The WorkPlace by virtue of any breach of the agreement by Contractor, and The WorkPlace may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages to The WorkPlace is determined.

(B) **Termination for Convenience** – The WorkPlace or Contractor may terminate this agreement at any time by giving at least thirty (30) days notice in writing to the other party. If the agreement is terminated by The WorkPlace as provided herein, Contractor will be paid an amount equal to the costs actually incurred under the Contract, less payments previously made.

(C) **Termination for Reduction or Termination of Funds** – The WorkPlace reserves the right to cancel the contract without prior notice when the funding for the Contract is no longer available.

(D) **Reallocation and/or Reduction** – The WorkPlace reserves the right to reallocate or reduce the Contract award (with a corresponding reduction in Contractor's obligations) at any time in the event that: (1) Contractor deviates from the project plans as detailed in the contract; or (2) Contractor's expenditure rate is not in compliance with applicable law, regulation, or The WorkPlace policies and procedures; or (3) the private funder, or organization that provides the monetary support for the Contract rescinds, reallocates, or in any way reduces the total amount budgeted for operation of the program during the contract period for which such funds are withheld, or (4) such reductions result in reallocation of funds.

(E) **Recoupment** – The WorkPlace reserves the right to recoup any deposits, prior payment, advance payment or down payment made, if either party terminates the contract.

4. **CHOICE OF LAW AND CHOICE OF FORUM**

Contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that the Contract shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.

5. **CREDITS AND RIGHTS IN THE DATA**

Unless expressly waived in writing by The WorkPlace all documents, reports, and other publications for public distribution during or resulting from the performances of the Contract shall include a statement acknowledging the financial support of the state and the department and, where applicable the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of Contractor and Contractor shall indemnify The WorkPlace, unless The WorkPlace or its agents co-authored said publication and said release is done with the prior written approval of The WorkPlace. Contractor does not assume any responsibility for the use, publication or disclosure solely by The WorkPlace of such data.

“Data” shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

6. **INTELLECTUAL PROPERTY RIGHTS**

All products, including intellectual property and electronic media, developed in whole or in part with funds from this Contract must contain the following funding statement, as applicable:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

7. **PUBLICITY**

No funds provided under the Contract shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before Congress, except in presentation to the Congress itself. Nor shall funds be used to pay the salary or expenses of any of Contractor’s officers, officials, agents or employees, related to any activity designed to influence legislation or appropriations pending before the Congress.

8. **FACILITY STANDARDS AND LICENSING COMPLIANCE**

The WorkPlace may refuse to make payments under the terms of the Contract for services for any period of the term of the Contract during which Contractor is found to have violated applicable local and state licensing, zoning, building, health, fire and safety regulations, ordinances, standards and criteria of pertinent authorities unless Contractor is formally contesting the authority to require such standards, regulations, ordinances, and criteria or unless Contractor has submitted a corrective action plan to The WorkPlace and The WorkPlace has approved the plan in writing.

9. **DEFAULT**

If Contractor defaults as to or otherwise fails to comply with any of the conditions of the Contract The WorkPlace may: (a) withhold payments until the default is resolved to the satisfaction of The WorkPlace; (b) temporarily or permanently discontinue services under the Contract; (c) require that unexpended funds be returned to The WorkPlace.; (e) require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by The WorkPlace, in order to bring the program into contractual compliance; (f) terminate the Contract; (g) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of The WorkPlace or the program(s) under the Contract or both; or (h) any combination of the above actions. In addition to the rights and remedies specified by the Contract, The WorkPlace shall have all the other rights and remedies granted to it by law in the event of or default by Contractor under the terms of the Contract.

10. **EXCUSABLE DELAYS**

Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of the Contract in accordance with its terms, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include acts of God, fires, floods, etc. but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor.]

11. **PERSONALLY IDENTIFIABLE INFORMATION**

Contractor must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the U.S. Department of Labor, The WorkPlace or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), (located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

12. **DISPUTES**

Except as otherwise provided in the Contract, any dispute covering a question of fact arising under the Contract, which is not disposed of by agreement shall be decided by binding arbitration conducted in accordance with the American Arbitration Rules. Arbitration shall be held in Bridgeport, Connecticut, before a panel of one (1) arbitrator, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor and The Workplace. The decision of the arbitrator shall be final and conclusive.

13. **PURCHASES**

(A) Contractor agrees to use its best efforts to obtain all supplies and equipment, for use in the performance of the Contract, at the lowest practical cost. When appropriate, The WorkPlace will assist Contractor in the procurement of supplies and equipment.

(B) Contractor must receive prior approval from The WorkPlace for the purchase and/or lease of any equipment with a per unit acquisition cost of \$1,000.00 or more, and a useful life of more than one year. The Contract does not give approval for equipment, even if it is specified in Contractor's Scope of Services unless specifically approved in the Contract letter by the Program Manager. If not, Contractor must submit a detailed description list to the Program Manager for review within 30 days of the Contract/agreement award date. Failure to do so will necessitate the need for approval of equipment purchase on an individual basis.

14. **LEASE EQUIPMENT – ASSIGNABILITY**

(A) Contractor agrees that in the event it enters into any lease agreement(s) for the use of personal property in performance of the Contract with funds provided under the Contract, Contractor shall provide The WorkPlace with a copy of any and all such lease agreement(s) immediately upon the execution of said lease agreement(s).

(B) At the direction of The WorkPlace, Contractor agrees to assign any and all rights and/or interests to

8h

said personal property provided under such lease agreement(s) to The WorkPlace, including, but not limited to, options to purchase any equipment subject to such lease agreement(s).

(C) The WorkPlace shall have the right to direct Contractor to assign any and all rights and/or interests to personal property provided under such lease agreement(s) at any time during the term of the Contract.

15. PRE-AWARD

Contractor hereby agrees that all costs incurred by Contractor prior to the start date specified in the Contract issued by The WorkPlace are *incurred at the Contractor's own expense*.

16. FINANCIAL MANAGEMENT SYSTEM

Expenditures must be reported on an accrual basis, cumulative from the beginning of the life of an award/grant, through the end of each reporting period. Upon receipt of a Contract, Contractor will receive instructions for accessing the financial reporting system and payment management process. All reports become due no later than ten (10) days after the end of each reporting month.

Contractor agrees to maintain a financial management system which will provide accurate, current, and complete disclosure of the financial results of each program funded under this agreement and to submit reports to The WorkPlace.

17. AUDIT AND RECORDS

(A) Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently reflect all direct and indirect costs of any nature in the performance of the Contract.

(B) Contractor agrees to provide access to The WorkPlace, or where applicable, any of its duly authorized representatives to any books, documents, papers, and records (including computer records) of Contractor or subcontractor which are directly pertinent to charges to the Contract, in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies; this right also includes timely and reasonable access to Contractor's personnel for the purpose of interviews and discussions related to such documents.

(C) Contractor shall preserve and make available all financial records, supporting documents, statistical records, and all other pertinent records for each funding period for a period of three (3) years. The retention period shall start from the date of submission of the final expenditure report for that funding period.

The aforementioned records shall be retained beyond the prescribed period, if any litigation or audit is begun or if a claim is instituted involving the Contract. In these instances the records shall be retained until the litigation, audit or claim has been finally resolved.

(D) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this agreement shall be clearly identified and readily accessible.

(E) Contractor shall comply with all State of Connecticut and federal auditing requirements. This includes, unless and to the extent specifically exempted by law, the requirement of Conn. Gen. Stat. Section 7-396(a) that Contractor shall provide for an audit acceptable to the Department of Labor as defined in the "Department of Labor Audit Policy" on file at the Department of Labor.

(F) To the extent required under applicable law, Contractor will comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut General Statutes 7-396a and 396b, and the State Single Audit Act, 4-230 through 236 inclusive, and regulations promulgated there under. Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years, and for five (5) years if any federal funds are used

pursuant to the Contract. Such records will be made available to State of Connecticut and/or federal auditors upon request.

(G) At any time prior to final payment under this agreement, The WorkPlace may have the invoices and detailed statement of costs examined. All current and prior payments shall be subject to reduction for amounts found not to constitute an allowable cost.

(H) Contractor agrees to include in all subcontracts hereunder, a provision to the effect that the subcontractor agrees that The WorkPlace until the expiration of the record retention period stipulated in Section 17(C), shall have access to and have the right to examine any directly pertinent books, documents, papers, and records of the subcontractor involving transactions related to the Contract.

17. PROGRAM REPORTING

Contractor agrees to provide, at the request of The WorkPlace, periodic progress reports relating to the general status of Program Client(s) placed under the Contract. Contractor further agrees to respond to any such request with reasonable promptness.

18. DELINQUENT REPORTS

The WorkPlace reserves the right to withhold payments for services performed under the Contract if The WorkPlace has not received on a timely basis acceptable progress reports, expenditure reports, refunds, and/or audits as required for any and all contracts Contractor has entered into with The WorkPlace.

19. LITIGATION

Contractor shall provide written notice to The WorkPlace of any litigation that relates to the services directly or indirectly financed under the Contract or that has the potential to impair the ability of Contractor to fulfill the terms and conditions of the Contract, including but not limited to financial, legal or any other situation which may prevent Contractor from meeting its obligations under the Contract.

Contractor agrees that the sole and exclusive means for the presentation of any dispute, controversy or claim arising out of or relating to the Contract shall be submitted to binding arbitration conducted in accordance with the American Arbitration Association rules (the "Rules"). Arbitration shall be held in *Bridgeport, Connecticut*, before a panel of at least one (1) arbitrator. Judgment upon the award rendered by the panel of arbitrators may be entered in any court having jurisdiction thereof or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

20. LIMITATION OF COST

(A) It is expressly understood and agreed that in no event will the total amount to be paid to Contractor under this agreement exceed the contract amount set forth on the face page of the Contract.

(B) Contractor shall conform to the line item category set forth in Part IV Budget Summary, and as to each line item shall expend no more than the amount set forth in said provision, except upon the written consent of The WorkPlace.

(C) Such funds will generally be made available by The WorkPlace to Contractor on a reimbursable basis, for eligible costs which are defined as being those costs which are necessary and reasonable for the proper administration and performance of services to be provided under the Contract. However, if The WorkPlace finds that Contractor is unable to function on such a basis, The WorkPlace may provide funds to Contractor for eligible costs on either an advance or working capital advance basis, as prescribed by The WorkPlace policy and procedures.

(D) It is expressly understood and agreed that Contractor shall maintain ultimate liability for expenditures made under the Contract. This provision shall not be construed to limit the prerogative of Contractor to pass liability through Contract or written agreement in accordance with paragraph 11.

8h

21. PAYMENT

Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by The WorkPlace, within sixty (60) days after invoice receipt.

22. ASSIGNABILITY

Contractor shall not assign, transfer or subcontract any interest in this agreement without prior consent of The WorkPlace.

23. SEVERANCE OF PROVISIONS

If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

24. AMENDMENTS AND MODIFICATIONS

This agreement can be amended or modified at any time during its term provided that the mutually agreed upon changes or additions are written and executed by both (all) parties to the agreement.

Formal written amendment of the Contract is required for extensions to the final date of the Contract period and to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum contract payment,
- b. the unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other contract revisions determined material by The WorkPlace.

25. REBATES, REFUNDS AND INCOME

(A) Contractor agrees that any refunds, rebates, credits or other amounts accruing to or received by Contractor under the Contract shall be paid by Contractor to The WorkPlace to the extent that they are properly allocable to costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Contract, within sixty (60) calendar days from the termination of the Contract.

(B) Contractor agrees to advise the Program Manager, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interests, credits or any other monies or financial benefits to be received directly or indirectly because of or generated by these award dollars. Appropriate action must be taken to ensure that The WorkPlace is reimbursed proportionally from such income.

26. POLITICAL ACTIVITIES

No refunds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services or for the employment of assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to the Contract with (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office, (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (3) any voter registration activity. In addition, Contractor further agrees to the limitations of the Hatch Act (5 USC 1502(a), 18 USC 595) when Federal funds are involved.

8h

27. **LAYOFF CERTIFICATION**

Contractor agrees that no Program Client will be employed pursuant to this agreement in a job from which an employee of said Contractor has been laid off and still holds recall rights pursuant to a collective bargaining agreement or published employer policy, or where there is no collective bargaining agreement or policy governing recall rights, that Contractor shall not hire a Program Client for a job from which an employee had been laid off within the past year.

Contractor further agrees that it shall not terminate the employment of any of its employees or otherwise reduce its workforce with the intention of filling a vacancy so created with a Program Client hired pursuant to the Contract.

28. **ACKNOWLEDGEMENT**

Contractor acknowledges that any Program Client employed pursuant to the Contract is an employee for state and federal labor law purposes. Contractor agrees to comply with such laws.

29. **PERFORMANCE AND MONITORING**

(A) The WorkPlace may make informal visits of reasonable frequency and duration with advance notice for the purpose of program monitoring and evaluation. Such visits may include the examination of a reasonable number of Program Client files and records.

(B) The WorkPlace shall monitor Contractor's overall performance, inform Contractor of any specific program deficiencies, and make requests for corrective action when necessary.

(C) Contractor agrees to cooperate with The WorkPlace by providing any performance reports or information requested by The WorkPlace for the purposes of evaluating the activities funded by the Contract. A time schedule for regular reporting will be determined by The WorkPlace.

(D) Contractor shall provide The WorkPlace with access to any and all records which pertain to Program Clients served under the Contract in Contractor's possession and/or in the possession of any subcontractor(s) under the Contract and shall provide The WorkPlace with copies of such records upon request.

30. **WITHHOLDING**

Contractor shall not be relieved of liability to The WorkPlace for damages sustained by The WorkPlace by virtue of any breach of the agreement by Contractor, and The WorkPlace may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages to The WorkPlace is determined.

31. **ASSURANCES**

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;

8h

- 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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(A) 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, genetics, mental retardation, 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 Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, genetics, mental retardation, 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) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) 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) 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,

8h

concerning the employment practices and procedures of Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(B) If the contract is a public works contract, 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.

33. **EXECUTIVE ORDERS**

The contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. At Contractor's request, the client agency shall provide a copy of these orders to Contractor. The contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

34. **VETERAN'S PRIORITY PROVISIONS**

The Jobs for Veterans Act (Pub. L. 107-288) provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by Department of Labor (DOL). Contractors are required to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010, the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Fed. Reg. 78132 on December 19, 2008. In circumstances where a Contractor must choose between two equally qualified candidates for training, one of whom is a veteran, the Jobs for Veterans Act requires that Contractors give the veteran priority of service by admitting him or her into the program. To obtain priority of service a veteran must meet the program's eligibility requirements. Contractors must comply with DOL guidance on veterans' priority. Currently, ETA Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provides general guidance on the scope of the Job for Veterans Act and its effect on current employment and training programs. TEGL No. 5-03, along with additional guidance, is available at the "Jobs for Veterans Priority of Service" Web site: <http://www.doleta.gov/programs/vets>.

35. **INSURANCE**

(A) Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Contractor's insurance must be sufficient to satisfy its obligations under the Contract and to "save harmless" The WorkPlace from any claims, suits or demands that may be asserted against it by reason of any act or omission of the Contractor, subcontractor or employees of either the Contractor or subcontractor(s) in providing services under the Contract. Contractor shall name The WorkPlace as an additional insured on the policy.

(B) The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The WorkPlace in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under the Contract by Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

(C) Neither approval by The WorkPlace nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by the

8h

Contract. Compliance with the insurance requirements of the Contract shall not limit the liability of the Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under the Contract or otherwise. The WorkPlace reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

36. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless The WorkPlace and its successors and assigns from and against all (a) actions, suits, claims, demands, investigations and legal or administrative proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "claims") arising in connection with the Contract out of acts of commission or omission (collectively, the "acts") by Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom Contractor is in privity of oral or written contract (collectively, "Contractor Parties"); (b) liabilities arising in connection with the Contract, out of Contractor's or Contractor's Parties' acts concerning its or their duties and obligations as set forth in the Contract; and (c) damages, losses, costs and expenses, investigative costs and attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that The WorkPlace shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of The WorkPlace, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of the Contract, the Contractor agrees to waive all rights of subrogation against The WorkPlace, its officers, officials, agents and employees for losses arising from the work performed by Contractor for The WorkPlace.

37. CAMPAIGN CONTRIBUTIONS RESTRICTION PROVISION

On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000.00 or more, or a combination or series of such agreements or contracts having a value of \$100,000.00 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, which is set forth below, and will inform its principals of the contents of the notice. See SEEC Form 10 (reproduced and inserted below).

38. CONFLICT OF INTEREST

Contractor shall establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by desire for private financial gain for themselves or others, particularly those with whom they have family, business, or other relationships. Contractor's personnel shall not accept gratuities, favors, etc., from subcontractors or potential subcontractors.

39. ENTIRE CONTRACT

The Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

8h

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to

8h

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

or other activities supported by this award of assistance.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
13. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
14. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching,
15. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
17. Will comply with the provisions of OMB Circular A-110 Appendix A (codified at 2 CFR Part 215). These include: (a) Executive Order of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."; (b) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c); (c) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7); (d) Contract Work Hours and Safety Standards Act (40 U.S.C. 327- 333); (e) Rights to Inventions Made Under a Contract or Agreement-- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the awarding agency; (f) Clean Air Act (42 U.S.C. 7401 et seq.); (g) Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.); (h) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); and, (i) Debarment and Suspension (E.O.s 12549 and 12689).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Name of Organization

Signature of Authorized Official

Date

Name and Title of Authorized Official

8h

CERTIFICATION RESOLUTION

Instructions Regarding Certification of Signatory

In order to execute a contract, The WorkPlace, Inc. requires from non-governmental entities that a certified copy of a corporate resolution accompany each contract.

The certification must bear an original signature by an officer of the corporation, preferably the Secretary, other than the person authorized to execute the contract. The certification shall bear the seal of the corporation.

The certification should recite the following:

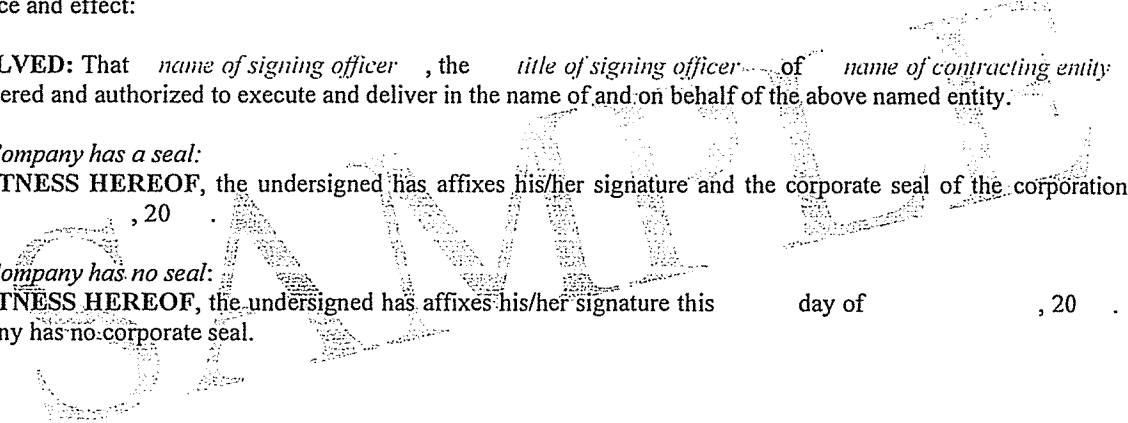
- 1) the name of the body adopting the resolution;
- 2) the date of the adoption;
- 3) the date of the certification; and
- 4) the title of the certifier

The resolution itself must authorize someone to execute the particular contract. The resolution must state the name or name/title of the person authorized to execute the contract. If the resolution only states the title, the State requires a certification by a corporate officer as to the name of the individual who holds the office.

The resolution must be adopted prior to the execution of the Contract, otherwise the resolution may be treated as a ratification when there is sufficient information to determine the execution of the particular contract. However, a ratification document is preferable.

Certification, whether they are for resolutions, by-laws, or minutes should be updated annually.

The following certification resolution is an example of the format that should be used.

CERTIFICATION RESOLUTION	
I, <i>name of officer</i> , <i>title of officer</i> of <i>name of contracting entity</i> , named as the Contractor in this instrument and existing under the laws of the State of <i>name of state</i> , do hereby certify that the following is a true and correct copy of a resolution and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:	
RESOLVED: That <i>name of signing officer</i> , the <i>title of signing officer</i> of <i>name of contracting entity</i> , is empowered and authorized to execute and deliver in the name of and on behalf of the above named entity.	
<i>If the Company has a seal:</i> IN WITNESS HEREOF, the undersigned has affixed his/her signature and the corporate seal of the corporation this day of _____, 20__ .	
<i>If the Company has no seal:</i> IN WITNESS HEREOF, the undersigned has affixed his/her signature this _____ day of _____, 20__ . The Company has no corporate seal.	
<i>(Corporate Seal if Applicable)</i>	_____ Signature of Officer

8h

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARILY COVERED TRANSACTIONS**

Instructions for Certification

By signing and submitting this proposal, Contractor is providing the certification as set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, The Workplace may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice to the person to which the Contract is submitted if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which the Contract is submitted for assistance in obtaining a copy of those regulations.

Before signing certification read all the instructions which are an integral part of the certification.

1. Contractor certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Commonwealth, any other state, or Federal department or agency.
2. Contractor further certifies that it will provide immediate written notice to The Workplace if Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. Contractor agrees that it will not subcontract or employ any individual/subcontractor who is currently suspended or disbarred by the State of Connecticut or federal government.

Signature of Authorized Representative

Date

Name and Title of Authorized Representative

8h

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person(s) for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, a State Representative, or an employee of a Member of Congress in connection with the awarding of any Federal or State contract, the making of any Federal or State grant, the making of any Federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal or State appropriated funds have been paid or will be paid to any person(s) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, a State Representative, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all* sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients shall certify and disclose accordingly.

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

Grantee/Contractor Organization

Program/Title

Name of Certifying Official

Signature

Date

8h

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required in paragraph (a);
 4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such violation;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- B. The grantee shall insert in the space provided below, or include as a separate attachment, a listing of the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Name of Organization

Name and Title of Authorized Representative

Signature Date



8h

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

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §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 on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting 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.

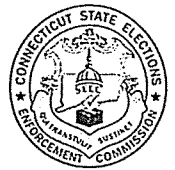
The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

8h



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates.

"State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any 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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

8h



ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name

MI

Last Name

Suffix

TITLE

COMPANY NAME

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




City of Milford, Connecticut

- Founded 1639 -
70 West River Street - Milford, CT 06460-3317
Tel 203-783-3217 FAX 203-783-3362

Office of
Tax Collector

11 a.

To: Board of Aldermen

From: Cory Gumbrewicz 
Tax Collector

Date: July 12, 2021

Re: Refunds

See attached computer listing of refunds direct to taxpayers and/or banks.

The Total Refunds for the July 12, 2021 meeting is \$24,323.59.

Explanation of the attached computer printout is as follows:

1. Transaction # located at top left of printout is for our internal Cash register (audit trail).
2. List # corresponds to the account overpaid.
3. Year corresponds with the Grand List Date.
4. Type corresponds with the following:

R	=	Real Estate
U	=	Sewer Service
M	=	Motor Vehicle
S	=	Supplemental Motor Vehicle
P	=	Personal Property
A	=	Sewer Main
L	=	Sewer Lateral
X	=	Prorate Bill

City of Milford
 Edit Daily Cash register report for Batch - 22598
 Detail Report in Sequential Order
 Interest Date 7/12/2021 Receipt Date 7/12/2021

<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid Due</u>	<u>Balance</u> <u>Due</u>
1	311616	2019	M	ARIUNBOLD ENKHTULGA	-33.33	0.00	0.00	0.00	-33.33	0.00
	REFUND									
	Check: -33.33									
	REF ENKHTULGA									
Total Bills:		-33.33	Total Recv'd:		-33.33	Change Due:		0.00		
2	313664	2019	M	BIRCH WILLIAM A JR	-19.20	0.00	0.00	0.00	-19.20	0.00
	REFUND									
	Check: -19.20									
	REF BIRCH WILLIAM									
Total Bills:		-19.20	Total Recv'd:		-19.20	Change Due:		0.00		
3	320651	2019	M	DEANGELO WILLIAM C	-390.42	0.00	0.00	0.00	-390.42	0.00
	REFUND									
	Check: -390.42									
	REF DEANGELO WILLIAM									
Total Bills:		-390.42	Total Recv'd:		-390.42	Change Due:		0.00		
4	721879	2018	M	DODD PETER A	-52.11	0.00	0.00	0.00	-52.11	0.00
	REFUND									
	Check: -52.11									
	REF DODD PETER									
Total Bills:		-52.11	Total Recv'd:		-52.11	Change Due:		0.00		
5	323450	2019	M	ENGLISH LISA MARIE	-34.60	0.00	0.00	0.00	-34.60	0.00
	REFUND									
	Check: -34.60									
	REF ENGLISH LISA									
Total Bills:		-34.60	Total Recv'd:		-34.60	Change Due:		0.00		
6	323983	2019	M	FAUSTINI DOMENICK A	-89.12	0.00	0.00	0.00	-89.12	0.00
	REFUND									
	Check: -89.12									
	REF FAUSTINI DOMENIC									
Total Bills:		-89.12	Total Recv'd:		-89.12	Change Due:		0.00		
7	324698	2019	M	FITZPATRICK TERESA MARIE	-183.79	0.00	0.00	0.00	-183.79	0.00
	REFUND									
	Check: -183.79									
	REF FITZPATRICK T									
Total Bills:		-183.79	Total Recv'd:		-183.79	Change Due:		0.00		
8	729774	2018	M	HOOPES JOAN	-22.02	0.00	0.00	0.00	-22.02	0.00
	REFUND									
	Check: -22.02									
	REF HOOPES JOAN									
Total Bills:		-22.02	Total Recv'd:		-22.02	Change Due:		0.00		

City of Milford
 Edit Daily Cash register report for Batch - 22598
 Detail Report in Sequential Order
 Interest Date 7/12/2021 Receipt Date 7/12/2021

<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid Due</u>	<u>Balance</u> <u>Due</u>
9	332609	2019	M	KAYE GENEVIEVE I	-146.88	-24.83 *	0.00	0.00	-171.71	0.00
REFUND										
Check: -171.71										
REF KAYE GENEVIEVE										
Total Bills: -171.71					Total Recv'd: -171.71		Change Due: 0.00			
10	332948	2019	M	KEYSTONE AUTOMOTIVE IND INC	-489.59	0.00	0.00	0.00	-489.59	0.00
REFUND										
Check: -489.59										
REF KEYSTONE										
Total Bills: -489.59					Total Recv'd: -489.59		Change Due: 0.00			
11	332956	2019	M	KEYSTONE AUTOMOTIVE INDUSTRIES IN	-9.99	0.00	0.00	0.00	-9.99	0.00
REFUND										
Check: -9.99										
REF KEYSTONE										
Total Bills: -9.99					Total Recv'd: -9.99		Change Due: 0.00			
12	332965	2019	M	KEYSTONE AUTOMOTIVE INDUSTRIES IN	-296.86	0.00	0.00	0.00	-296.86	0.00
REFUND										
Check: -296.86										
REF KEYSTONE										
Total Bills: -296.86					Total Recv'd: -296.86		Change Due: 0.00			
13	733022	2018	M	KEYSTONE AUTOMOTIVE INDUSTRIES IN	-118.82	0.00	0.00	0.00	-118.82	0.00
REFUND										
Check: -118.82										
REF KEYSTONE										
Total Bills: -118.82					Total Recv'd: -118.82		Change Due: 0.00			
14	733023	2018	M	KEYSTONE AUTOMOTIVE INDUSTRIES IN	-97.62	0.00	0.00	0.00	-97.62	0.00
REFUND										
Check: -97.62										
REF KEYSTONE										
Total Bills: -97.62					Total Recv'd: -97.62		Change Due: 0.00			
15	334609	2019	M	LARKIN KAREN E	-92.23	0.00	0.00	0.00	-92.23	0.00
REFUND										
Check: -92.23										
REF LARKIN KAREN										
Total Bills: -92.23					Total Recv'd: -92.23		Change Due: 0.00			
16	24151	2019	U	MALEHORN DALE & MARGARET & SURV	-8.51	0.00	0.00	0.00	-8.51	0.00
REFUND										
Check: -8.51										
REF MALEHORN DALE										
Total Bills: -8.51					Total Recv'd: -8.51		Change Due: 0.00			

City of Milford
 Edit Daily Cash register report for Batch - 22598
 Detail Report in Sequential Order
 Interest Date 7/12/2021 Receipt Date 7/12/2021

Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
17	337175	2019	M	MARTELON RAYELLEN G	-19.62	0.00	0.00	0.00	-19.62	0.00
				REFUND						
				Check: -19.62						
				REF MARTELON RAYELLE						
				Total Bills: -19.62	Total Recv'd: -19.62	Change Due: 0.00				
18	341211	2019	M	NISSAN INFINITI LT	-293.04	0.00	0.00	0.00	-293.04	0.00
				REFUND						
				Check: -293.04						
				REF NISSAN						
				Total Bills: -293.04	Total Recv'd: -293.04	Change Due: 0.00				
19	342375	2019	M	OPENSHAW RICHARD A JR	-41.52	-6.22 *	0.00	0.00	-47.74	0.00
				REFUND						
				Check: -47.74						
				REF OPENSHAW R						
				Total Bills: -47.74	Total Recv'd: -47.74	Change Due: 0.00				
20	7542	2017	R	SZYGIEL NANCY I &	-1,519.87	-483.57 *	0.00	0.00	-2,003.44	0.00
				REFUND						
				Check: -2,003.44						
				REF NANCY PALMER						
				Total Bills: -2,003.44	Total Recv'd: -2,003.44	Change Due: 0.00				
21	7542	2018	R	SZYGIEL NANCY I &	-1,518.21	-404.78 *	0.00	0.00	-1,922.99	0.00
				REFUND						
				Check: -1,922.99						
				REF NANCY PALMER						
				Total Bills: -1,922.99	Total Recv'd: -1,922.99	Change Due: 0.00				
22	7542	2019	R	SZYGIEL NANCY I &	-1,516.58	-131.36 *	0.00	0.00	-1,647.94	0.00
				REFUND						
				Check: -1,647.94						
				REF NANCY PALMER						
				Total Bills: -1,647.94	Total Recv'd: -1,647.94	Change Due: 0.00				
23	350573	2019	M	SORRENTINO VINCENT	-241.89	0.00	0.00	0.00	-241.89	0.00
				REFUND						
				Check: -241.89						
				REF SORRENTINO V						
				Total Bills: -241.89	Total Recv'd: -241.89	Change Due: 0.00				
24	351579	2019	M	SUMMIT CONSTRUCTION OF MONROE, L)	-141.60	-7.05 *	0.00	0.00	-148.65	0.00
				REFUND						
				Check: -148.65						
				REF SUMMIT						
				Total Bills: -148.65	Total Recv'd: -148.65	Change Due: 0.00				
25	816295	2019	S	SUMMIT CONSTRUCTION OF MONROE LI	-45.68	-4.25 *	0.00	0.00	-49.93	0.00
				REFUND						
				Check: -49.93						
				REF SUMMIT						
				Total Bills: -49.93	Total Recv'd: -49.93	Change Due: 0.00				
				Total Bills: -198.58	Total Recv'd: -198.58	Change Due: 0.00				

City of Milford
 Edit Daily Cash register report for Batch - 22598
 Detail Report in Sequential Order
 Interest Date 7/12/2021 Receipt Date 7/12/2021

Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
26	16384	2019	R	ROMANO ANTHONY JR	-500.00	0.00	0.00	0.00	-500.00	1.00
REFUND										
Check: -500.00										
REF US BANK FOR TOWE										
Total Bills: -500.00 Total Recv'd: -500.00 Change Due: 0.00										
27	817217	2019	S	ZSAMPAR ROBIN LYNN	-301.84	-27.17 *	0.00	0.00	-329.01	0.00
REFUND										
Check: -329.01										
REF ZSAMPAR ROBIN										
Total Bills: -329.01 Total Recv'd: -329.01 Change Due: 0.00										
28	7341	2019	R	LINN TRACY A	-7,361.45	0.00	0.00	0.00	-7,361.45	0.00
REFUND										
Check: -7,361.45										
REF US BANK										
29	7341	2019	U	LINN TRACY A	-378.55	0.00	0.00	0.00	-378.55	0.00
REFUND										
Check: -378.55										
REF US BANK										
Total Bills: -7,740.00 Total Recv'd: -7,740.00 Change Due: 0.00										
30	7450	2019	P	FRANCOTYP-POSTALIA INC	-115.39	0.00	0.00	0.00	-115.39	0.00
REFUND										
Check: -115.39										
REF FRANCOTYP										
Total Bills: -115.39 Total Recv'd: -115.39 Change Due: 0.00										
31	342095	2019	M	OGRADY ERIN M	-159.16	0.00	0.00	0.00	-159.16	0.00
REFUND										
Check: -159.16										
REF OGRADY ERIN										
Total Bills: -159.16 Total Recv'd: -159.16 Change Due: 0.00										
32	9229	2019	P	US REMODELING GROUP LLC	-254.78	0.00	0.00	0.00	-254.78	0.00
REFUND										
Check: -254.78										
REF US REMODELING										
Total Bills: -254.78 Total Recv'd: -254.78 Change Due: 0.00										
33	330881	2019	M	JACOBELLIS TAMMY M	-18.76	0.00	0.00	0.00	-18.76	0.00
REFUND										
Check: -18.76										
REF JACOBELLIS TAMMY										
Total Bills: -18.76 Total Recv'd: -18.76 Change Due: 0.00										
34	13258	2019	U	VESICA DESIGN & CONSTRUCTION LLC	-158.28	0.00	0.00	0.00	-158.28	0.00
REFUND										
Check: -158.28										
REF COUGHLIN PHYLLIS										

City of Milford
 Edit Daily Cash register report for Batch - 22598
 Detail Report in Sequential Order
 Interest Date 7/12/2021 Receipt Date 7/12/2021

<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid Due</u>	<u>Balance</u> <u>Due</u>
Total Bills: -158.28 Total Recv'd: -158.28 Change Due: 0.00										
35	10162	2019	P	SSC DISABILITY SERVICES LLC	-1,339.78	0.00	0.00	0.00	-1,339.78	0.00
				REFUND						
				Check: -1,339.78						
				REF SSC DISABILITY						
Total Bills: -1,339.78 Total Recv'd: -1,339.78 Change Due: 0.00										
36	311235	2019	M	ANDERSEN MELISSA A	-96.20	-4.35 *	0.00	0.00	-100.55	0.00
				REFUND						
				Check: -100.55						
				REF ANDERSEN BRIAN						
Total Bills: -100.55 Total Recv'd: -100.55 Change Due: 0.00										
37	8885	2016	P	HAYES THOMAS L	-1,557.00	0.00	0.00	0.00	-1,557.00	0.00
				REFUND						
				Check: -1,557.00						
				REF HAYES THOMAS						
38	8885	2018	P	HAYES THOMAS L	-1,454.26	0.00	0.00	0.00	-1,454.26	0.00
				REFUND						
				Check: -1,454.26						
				REF HAYES THOMAS						
40	8885	2017	P	HAYES THOMAS L	-1,697.38	0.00	0.00	0.00	-1,697.38	0.00
				REFUND						
				Check: -1,697.38						
				REF HAYES THOMAS						
Total Bills: -4,708.64 Total Recv'd: -4,708.64 Change Due: 0.00										
41	348650	2019	M	SCHLENK WILLIAM F JR	-226.69	0.00	0.00	0.00	-226.69	0.00
				REFUND						
				Check: -226.69						
				REF SCHLENK WM						
42	348651	2019	M	SCHLENK WILLIAM F JR	-187.39	0.00	0.00	0.00	-187.39	0.00
				REFUND						
				Check: -187.39						
				REF SCHLENK WM						
Total Bills: -414.08 Total Recv'd: -414.08 Change Due: 0.00										

City of Milford
 Edit Daily Cash register report for Batch - 22598
 Detail Report in Sequential Order
 Interest Date 7/12/2021 Receipt Date 7/12/2021

<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid Due</u>	<u>Balance</u> <u>Due</u>		
				Starting Cash in Drawer		0.00						
				Total Cash Received		0.00						
				Total Cash in Drawer		0.00						
				Total Amount in Checks		-24,323.59						
				Total Amount in Credit		0.00						
				Total Amount in Drawer		-24,323.59						
				Total Adjustments		0.00						
				Total Refunds		-24,323.59						
				Total Suspense		0.00						
				* = Interest Override								

<u>Year</u>	<u>TYPE</u>	<u>DIST</u>		<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Collected</u>
2016	P PERSONAL PROPERTY	1	Payment(s)	-1,557.00	0.00	0.00	0.00	-1,557.00
2016 TOTAL			1 Payment(s)	-1,557.00	0.00	0.00	0.00	-1,557.00
2017	P PERSONAL PROPERTY	1	Payment(s)	-1,697.38	0.00	0.00	0.00	-1,697.38
2017	R REAL ESTATE	1	Payment(s)	-1,519.87	-483.57	0.00	0.00	-2,003.44
2017 TOTAL			2 Payment(s)	-3,217.25	-483.57	0.00	0.00	-3,700.82
2018	M MOTOR VEHICLE	4	Payment(s)	-290.57	0.00	0.00	0.00	-290.57
2018	P PERSONAL PROPERTY	1	Payment(s)	-1,454.26	0.00	0.00	0.00	-1,454.26
2018	R REAL ESTATE	1	Payment(s)	-1,518.21	-404.78	0.00	0.00	-1,922.99
2018 TOTAL			6 Payment(s)	-3,263.04	-404.78	0.00	0.00	-3,667.82
2019	M MOTOR VEHICLE	21	Payment(s)	-3,211.88	-42.45	0.00	0.00	-3,254.33
2019	P PERSONAL PROPERTY	3	Payment(s)	-1,709.95	0.00	0.00	0.00	-1,709.95
2019	R REAL ESTATE	3	Payment(s)	-9,378.03	-131.36	0.00	0.00	-9,509.39
2019	S SUPPLEMENTAL MVD	2	Payment(s)	-347.52	-31.42	0.00	0.00	-378.94
2019	U SEWER USE	3	Payment(s)	-545.34	0.00	0.00	0.00	-545.34
2019 TOTAL			32 Payment(s)	-15,192.72	-205.23	0.00	0.00	-15,397.95
			41 Payment(s)	-23,230.01	-1,093.58	0.00	0.00	-24,323.59